

perative public necessity exists that the constitutional rule, requiring bills to be read on three several days in each House be suspended, and the same is hereby suspended, and that this Act take effect from and after its passage, and it is so enacted.

Committee Room,  
Austin, Texas, Sept. 6, 1917.

Hon. W. L. Dean, President Pro Tempore of the Senate.

Sir: Your Committee on Enrolled Bills, beg leave to report that we have carefully compared Senate Bill No. 5, copy of which accompanies this report, and find the same correctly enrolled, and have this day at 9:50 o'clock a. m. presented same to the Governor for his approval.

SMITH, Chairman.

By Caldwell.

S. B. No. 5.

An Act appropriating the sum of sixty-five thousand (\$65,000) dollars, or so much thereof as may be necessary, out of the general revenue, not otherwise appropriated, to pay the mileage and per diem of members and salaries and per diem of officers and employes of the Third Called Session of the Thirty-fifth Legislature of the State of Texas, providing how accounts may be approved, and declaring an emergency.

Be it enacted by the Legislature of the State of Texas:

Section 1. That the sum of sixty-five thousand (\$65,000) dollars, or so much thereof as may be necessary, is hereby appropriated out of the general revenue not otherwise appropriated, to pay the mileage and per diem of members and the salaries and the per diem of officers and employes of the Third Called Session of the Thirty-fifth Legislature of the State of Texas.

Sec. 2. The certificate of the Secretary of the Senate, approved by the President thereof, or of the Chief Clerk of the House of Representatives, approved by the Speaker thereof, shall be sufficient evidence to the Comptroller upon which he shall audit the claims and issue the warrants for same upon the State Treasurer for the respective amounts.

Sec. 3. Whereas, the Third Called Session of the Thirty-fifth Legisla-

ture is now in session and public policy requires the appropriation as set forth in Section 1 thereof, therefore an emergency and an imperative public necessity exists that the constitutional rule requiring bills to be read on three several days in each house be suspended and the same is hereby suspended and that this Act take effect from and after its passage and it is so enacted.

Committee Room,  
Austin, Texas, Sept. 6, 1917.

Hon. W. L. Dean, President Pro Tempore of the Senate.

Sir: Your Committee on Enrolled Bills beg leave to report that we have carefully compared Senate Concurrent Resolution No. 1, copy of which accompanies this report, and find the same correctly enrolled, and have this day at 9:50 o'clock a. m. presented same to the Governor for his approval.

SMITH, Chairman.

By Caldwell.

S. C. R. No. 1.

Resolved, That the joint rules of the Second Called Session of the Thirty-fifth Legislature be adopted as the Joint rules of the Third Called Session.

## SIXTH DAY.

Senate Chamber,  
Austin, Texas,  
Friday, September 7, 1917.

The Senate met at 9:30 o'clock a. m. pursuant to adjournment, and was called to order by President Pro Tem. Dean.

The roll was called, a quorum being present, the following Senators answering to their names:

Alderdice.	Hudspeth.
Bailey.	Johnson of Hall.
Bee.	Johnston of Harris.
Buchanan of Bell.	Lattimore.
Buchanan of Scurry.	McCollum.
Caldwell.	McNealus.
Clark.	Page.
Collins.	Parr.
Dayton.	Robbins.
Dean.	Smith.
Decherd..	Strickland.
Floyd.	Suiter.
Hall.	Westbrook.
Harley.	Woodward.
Henderson.	

**Absent—Excused.**

Gibson.

Hopkins.

Prayer by the Chaplain.

Pending the reading of the Journal of yesterday, the same was dispensed with on motion of Senator Smith.

**Excused.**

Senator Hall for yesterday and Senator Hopkins for today and tomorrow were excused on account of important business, on motion of Senator Bailey.

**Petitions and Memorials.**

There were none today.

**Committee Reports.**

See Appendix.

**Senate Bill No. 1 and No. 2—As Special Order.**

On motion of Senator Henderson S. B. No. 1 and S. B. No. 2 were set as special orders to follow the morning call on next Monday.

**At Ease.**

At 9:40 o'clock a. m. Senator Henderson moved that the Senate stand at ease for twenty minutes.

The motion prevailed.

**In the Senate.**

President Pro Tem. Dean in the Chair.

**Bills and Resolutions.**

By Senator Dayton:

S. B. No. 10, A bill to be entitled "An Act to amend Chapter 42 of the General and Special Laws of the First Called Session of the Thirty-fifth Legislature, relating to the State institution for the training of juveniles, as found on pages 92 and 93 of the laws of the First Called Session of the Thirty-fifth Legislature."

Read first time and referred to Committee on Finance.

By Senator Hall:

S. B. No. 11, A bill to be entitled "An Act to regulate the business of emigrant agents; defining emigrant agents; providing for licensing any person, firm or private employment agency desiring to be licensed as an emigrant agent, and prescribing the method of obtaining such license, and the requirements thereof, and defining who may be licensed; prescribing certain duties relative to the Act and its administration for the Commissioner of Labor Statistics and the Attorney General, and conferring certain authority relative to the administration of this Act upon said Commissioner; fixing the fees which may be charged by parties licensed hereunder, and fixing the license fees to be paid by parties licensed hereunder; creating and defining offenses for violation of this Act, and prescribing the punishment therefor; providing that all fees collected hereunder shall be paid directly into the State Treasury; declaring that all appropriations made for the Department of the Commissioner of Labor Statistics may be used in the enforcement and administration of this Act, and declaring an emergency."

Read first time and referred to Committee on Labor.

By Senator Hudspeth:

S. B. No. 12, A bill to be entitled "An Act to reorganize the Seventieth Judicial District of the State of Texas, and to make all process issued or served before this Act takes effect, including recognizances and bonds, returnable to the courts as herein fixed; to validate such process and to validate the summoning of grand and petit juries; repealing all laws and parts of laws in conflict herewith and declaring an emergency."

Read first time and referred to Committee on Judicial Districts.

**Simple Resolution No. 14.**

Senate Chamber,  
Austin, Texas, Sept. 7, 1917.

Whereas, The Honorable H. P. Brelsford, formerly a distinguished member of this Senate, is now in the city of Austin; and

Whereas, He has an abundance of bottled-up oratory of at least months duration; now, therefore, be it

Resolved, That the distinguished gentleman be invited to remove the cork

and address this Senate, and that the courtesies of this Senate be extended to him.

Hudspeth, McNealus, Henderson, Westbrook.

The resolution was read and adopted, and Senator Brelsford was conducted to the President's stand, whereupon he made a brief address.

#### Messages from the Governor.

Here Mr. S. Raymond Brooks appeared at the bar of the Senate with several messages from the Governor.

The Chair directed the Secretary to read the messages, which were as follows:

Governor's Office,  
Austin, Texas, Sept. 7, 1917.

To the Thirty-fifth Legislature in Third Called Session:

I beg to submit for the consideration of your honorable body the following subject:

Enactment of an act to reorganize the Seventieth Judicial District of the State of Texas, and to make all processes issued or served before this Act takes effect, including recognizances and bonds, returnable to the terms of the courts as may be specified; to validate such processes and to validate the summoning of grand and petit jurors and juries.

Respectfully submitted,

W. P. HOBBY,  
Acting Governor of Texas.

Governor's Office,  
Austin, Texas, Sept. 7, 1917.

To the Thirty-fifth Legislature in Third Called Session:

I beg to submit for the consideration of your honorable body the following subjects:

Enactment of an amendment to Chapter 42 of the General and Special Laws of the State of Texas of the First Called Session of the Thirty-fifth Legislature, relating to the State Institution for the Training of Juveniles, providing for the correction of errors in enrolling said Act.

Respectfully submitted,

W. P. HOBBY,  
Acting Governor of Texas.

Morning call concluded.

#### The Senate as Court of Impeachment.

The Chair announced that the

hour, 10 o'clock a. m., to which the Court had recessed had now arrived, and directed the Sergeant-at-Arms to announce that the Court is now open for the continuation of the trial of Governor James E. Ferguson.

#### PROCEEDINGS.

Friday, September 7, 1917.

#### Morning Session.

Senate Chamber, Austin, Texas.

(Pursuant to adjournment, the Senate as a Court of Impeachment reconvened at 10 o'clock a. m.)

Honorable W. L. Dean, President Pro Tempore, presiding.

The Board of Managers and their Counsel were present. The Respondent and his Counsel were present.

The Chair: The hour has arrived for the convening of the High Court of Impeachment. The Chair requests the attention of everybody in the Chamber. Now, yesterday, the rule permitting certain parties the privileges of the bar relaxed, due I think, to the fact that the Sergeant-at-Arms and his assistant both were busy. We feel that the rule is necessary, the observance of it, in order that there may be the quiet and order here which should prevail in order that the members of the Court may hear the witnesses testify, and particularly in order that the Reporters may be able to take down the testimony; so, we are going to request this morning that the Sergeant-at-Arms see that the rule is enforced. Under the rule nobody except members of the Court, the Managers for the House, Respondent and his attorneys, and the attorneys for the respective parties and the officers of the Senate will be permitted inside of the line of that row where the Senator from Hunt is sitting, and except where a stenographer or a page is called by a member of the Court—in that case the party called will respond to the call and as soon as the business upon which he or she is called has been concluded, then will retire outside of the bar. Of course, the representatives of the press are permitted inside of the bar, but we want everybody to see that in the immediate neighborhood of these reporters that the utmost quiet is kept, as it is necessary that they have this in order to get the testimony of the witness.

The Sergeant-at-Arms will proclaim the convening of the Court.

Sergeant-at-Arms (at the door of the Senate): Oyez! Oyez! Oyez! the Senate sitting as a Court of Impeachment is now in session.

The Chair: I declare the Court now in session.

Senator Dayton: Mr. President.

The Chair: The Senator from Cooke.

Senator Dayton: Is the Court of Impeachment now in session?

The Chair: Yes, sir.

Senator Dayton: I desire to send up and have read a communication addressed to me in regard to this trial, concerning matters I don't know anything about, matters that Mr. McMillin don't know anything about, and I haven't had a chance to inform myself.

The Chair: Will the Senator from Cooke yield to the Chair?

Senator Dayton: Yes, sir.

The Chair: Would it be better to read that now before us?

Senator Dayton: I will send it up to the Chair and let the Chair see it.

General Crane: Mr. Sergeant-at-Arms, call Dr. Vinson, please.

The Chair: Does the Senator from Cooke yield?

Senator Dayton: Yes, sir.

The Chair: In the opinion of the Chair this should be referred to the Managers for the House.

Senator Dayton: All right, Mr. Chairman, whatever disposition you see fit to make of it.

The Chair: The Court will come to order, please.

Thereupon, the Proponents' witness,

DR. R. E. VINSON,

resumed the witness stand, and in answer to questions propounded, further testified as follows, to wit:

The Chair: Gentlemen, we are ready to proceed.

Direct Examination (Continued)  
By General Crane.

Q. Doctor Vinson, on yesterday afternoon, I believe we were discussing the—among other things—the salaries of the respective professors and teaching staff, and the amounts paid, and taking your opinion as to the reasonableness of them. State whether or not you have any knowledge of the salaries paid to men of like ability

and attainments in universities of the same class as those of Texas?

A. Yes, I have.

General Crane: Now, Mr. Chairman, I want to keep within the rule, and I want to resubmit this question for the jury, if it is without the ruling of the Chair.

Mr. Hanger: We renew the objection.

General Crane: Well, he does not know just what it is yet, wait until I ask it—I am going to ask it now, and wait until he makes the objection.

Q. State, Doctor, whether the salaries paid to professors and the teaching staff of the Texas University are more or less than to men of the same capacity, attainments and services in other universities of the same class with which you are acquainted?

Mr. Hanger: We renew the objection made on yesterday.

The Chair: The objection will be sustained for the present, because the Chair is of the opinion that it is not within the rule.

General Crane: I know, Mr. Chairman, but this is what I want to resubmit now—

The Chair: Yes, all right.

General Crane: I thought myself it was probably without, but what I wish to do now is to give this witness an opportunity to tell the Court and the Senators composing it upon what he bases his judgment that these salaries are reasonable. I think that always, when we are discussing the reasonable prices of products, of property, of labor, or of services, that the witness ought to always be permitted to testify what he knows about the market value of that character of service in the marts where the services are needed, and as the universities of other like class throughout the nation with which he may be familiar are the only persons who bargain for or wish to procure the class of services which are furnished by the professors in the Texas University, I submit, Mr. President, that this witness ought to be permitted to state if he knows whether they are more or less than paid here. It is one of the reasons upon which he bases his judgment that the salaries are reasonable.

Senator Lattimore: Mr. President.

The Chair: Counsel has the floor.

Senator Lattimore: I beg your pardon, I thought counsel had taken his seat.



The Chair: Well, I was speaking of counsel for Respondent.

Mr. Hanger: Well, we renew the objection, we stated our position yesterday afternoon, we think that the ruling of the Chair was correct. The question of the reasonableness of these salaries has never been questioned. Certainly, if it could be admissible, which we think that it is not, but if it could ever be admissible, it could not be until we questioned the reasonableness of the salaries paid here.

The Chair: Mr. Hanger, on this point, assuming that the Chair was correct—the Chair is not clear on that—that the witness should be permitted to go into the reasonableness of the salaries, as was done yesterday afternoon, what do you say about the suggestion that the witness then should have the right to state on what he bases it?

Mr. Hanger: I am just trying to say, Mr. President, that if it could be admissible in any event, under any circumstances, it could only be after we had questioned the correctness of the witness' statement that these salaries are reasonable; if we were to question that statement made by him, then, as a reason for the statement, he might be permitted to say why he said so. But it is not, may I say, with all respect to counsel, it can not be—after he has given the amount of the salaries and said they are reasonable and that they are not extravagant, that they are reasonable, until that position of the witness is assailed, it is not permissible here or elsewhere, or on any occasion, or in any event, to have the witness go ahead and give the reason for a statement if it is unquestioned. Now, outside of that, we have heard very frequently here that because other people do wrong, it does not justify an act of a similar character. It is not meant here by that reference to the position taken by counsel that these salaries are wrong—that has never been stated in the pleadings of either party, on either side here, there has never been a suggestion here or elsewhere, so far as I know, that these salaries were exorbitant, I have never heard that statement, or the statement that the salaries were reasonable, questioned, never have heard that—it may be that I have not heard what has been said, but I do not believe that any one has ever heard that position taken. It will

result in an interminable inquiry if it is sought to be gone into thoroughly and completely, when you go into the question, because if we go into the salaries of the teachers of the University of Georgia, and if comparisons are made here and there, then we might, by way of attacking that position, if we saw fit to do so, gather data, information and evidence which would reflect and throw light upon the reasonableness of those salaries, and the surroundings, the number of students, the number of professors, the amount of work done, the amount of hours put in; there is, Mr. President, an interminable field of inquiry and investigation there opened up that, with all respect, may we say, throws no light on this question, further than the statement already made and standing here unassailed, unattacked and unquestioned, that these salaries are reasonable salaries.

General Crane: Mr. Chairman, if counsel concedes that the salaries are reasonable, I shall certainly not wish to pursue the subject further; if I understand that admission to be made, why, then, I have no disposition to take up the time of the Senate. I would have asked him that question except for the inhibition which was put upon me yesterday, and now if that concession is to be made, why, I do not care to waste any time.

Mr. Hanger: It has not been done yet.

The Chair: The presiding officer will say, does any Senator desire to be heard on that question?

Senator Lattimore: Mr. President.

The Chair: The Senator from Tarrant.

Senator Lattimore: I just think this, Mr. President—I do not care—I do not think the Senate ought to be bound down by any of these hair-splitting technicalities. If Dr. Vinson knows what the reasonable wage is for professors of that kind in any other institutions of the same character, I think that the Senate ought to have the information. For him just to state there and say that he knows these are reasonable salaries, without giving to us the reason why he knows it, I think that is entirely too technical for the Senate, sitting in an inquiry of that kind. If the Chair is inclined to hold the other way, I would rather have the Senate pass on the question.

The Chair: All right. The Chair is of opinion that until the question of the reasonableness of the salaries, the witness having testified that the salaries are reasonable, and until that is questioned, and there not being anything in the pleadings or in the evidence so far that raises the question as to the reasonableness of the salaries—there being nothing in the pleadings or in the evidence, the Chair will sustain the objection.

Senator Lattimore: Now, then, I want to make myself clear: yesterday afternoon, or when the question was raised day before yesterday, as to whether the accounts of certain other State officials were kept in the American National Bank, I didn't think under the strict interpretation of the law, those questions ought to be permitted, but I thought the Chair ought to open the door and let counsel show that other accounts were brought up there, if he wanted to.

The Chair: Yes, sir. And does the Gentleman from Tarrant desire to appeal from the ruling of the Chair?

Senator Lattimore: Yes, sir, I do, your Honor.

The Chair: All right.

Senator Lattimore: I desire to appeal and let the Senate pass on the appeal.

The Chair: Gentlemen, the question now is, shall the ruling decided by the Chair in regard to the objection made by the attorney for Respondent be sustained. The Secretary will call the roll.

Senator Page: Mr. President.

The Chair: The Gentleman from Bastrop.

Senator Page: I regret to say I was talking to Senator Bee about a matter, and I didn't hear what issue was being raised. I would like to have the Chair state the issue.

The Chair: The Chair will state the issue as the Chair understands it, and if it is not fully stated, will ask the Senator from Tarrant to state it more fully: The question propounded by counsel on yesterday afternoon, in reference to it the Chair ruled that evidence as to the comparative cost of a student in the University of Texas as it relates to other institutions, could not, at this stage of the pleadings and the evidence he gone into, but did permit Dr. Vinson to testify as to the reasonableness

of the salaries paid to the professors. That has already been gone into by the evidence adduced on yesterday. This morning counsel for the Managers for the House propounded to Dr. Vinson in substance the question whether he is familiar with the salaries paid in any other institutions of like character. He answers that he is. The further question, then, is propounded as to how those salaries compare with the salaries paid in the University of Texas. Counsel for Respondent objects on the ground that no question is made in the pleadings or in the evidence as to the reasonableness of the salaries paid in the University of Texas, therefore, it is immaterial what the salaries paid may be in other institutions of like character, and the Chair sustains the objection, and an appeal is asked from the ruling of the Chair.

Senator Page: Mr. President.

The Chair: The Senator from Bastrop.

Senator Page: I might ask there, if counsel for the Managers will state their purpose for introducing such testimony as that, state what their purpose is in introducing testimony as to the salaries paid in other institutions.

The Chair: Counsel stated that.

General Crane: I have no objection to stating it.

The Chair: General Crane will state it.

General Crane: The purpose of offering the testimony is two-fold: first, Dr. Vinson has given his opinion, under the permission of the Chair and President, that the salaries are reasonable, and we thought that we had better have him support that opinion which he gave to the Court that the salaries are reasonable, by showing how they compared with salaries in other institutions of like class, just as if he had testified that a piece of property was of a certain value—that he would be permitted to show sales of like kind under similar circumstances and under similar demands, and precisely like the witness was on the stand to testify that a reasonable price was paid for a lot of cotton, he ought to be permitted to show, to state that he knew what cotton sold for there, and also knew what it sold for in other similar markets.

Senator Page: Mr. President.

The Chair: The Senator from Bastrop.

Senator Page: If General Crane will excuse me, it just occurs to me, from a legal standpoint, would not that testimony better come from the witness after his testimony was attacked—after the reasonableness of the salaries was attacked—just as if the value of a piece of property was stated to be \$5000, if it were not attacked, why should he be allowed to go into other matters and bolster up his testimony? But then, if another party said that property was worth \$10,000, then it would be proper for him to explain why he based his valuation at \$5000.

General Crane: Well, that is only the technical way of presenting it. We thought we would rather, in getting this witness' testimony, give the facts upon which he based his opinion, and I believe that is always permissible, when a witness gives an opinion, to give the facts upon which he bases it; but if he simply gives facts of his own knowledge, then he cannot give an argument to support those facts, but when he gives an opinion, he can give the facts upon which he bases it; and for this reason I take it that when a witness gives an opinion before a court and jury, in considering the question the Court might disagree with him entirely on his opinion, with the information they have, they might think the opinion is erroneous—and yet, if the witness were permitted to give the facts upon which he based the opinion, the Court might readily concede he was right, because they got his view upon it from the very beginning. Now, it might be he gives that opinion and there is no controversy about it, and yet the Court might conclude that he was wrong in the view that he had given. That is the reason, gentlemen, I preferred to put it in now.

Senator Bee: Mr. President.

The Chair: The Senator from Bexar.

Senator Bee: I want to know if we will be permitted to state in the record the reasons for voting whether that will be permitted under the rule—in other words, I wish permission, after I have cast my vote, to put into the record, without delaying the proceeding, the reason for so voting, to put it in the Journal.

The Chair: The Chair is of opinion

that any Senator will have that permission, because the rules state that that may be done. Now, then, the question is—I may state, if I may be permitted, that the Chair will hold that if that evidence had been attacked, either in the pleadings or in the record at all, that he would have permitted him to go into the reasons for it,—

Senator Dayton: A parliamentary inquiry?

The Chair: The Senator from Cooke.

Senator Dayton: As I understand it, the question is, shall the Chair be sustained?

Mr. Hanger: That is the effect of it.

The Chair: Well, that wasn't the way the Chair put it, I believe that would be the more correct way to state it.

Senator Caldwell: Mr. President.

The Chair: The Senator from Travis.

Senator Caldwell: The inquiry I was going to make was, are we voting on the Chair—shall the Chair be sustained, or shall the question be permitted?

The Chair: I believe that it ought to be whether the Chair should be sustained. The Chair might have put it up in the first instance if the objection shall be sustained. Senator Hanger, do you desire to make a statement?

Mr. Hanger: No, sir, not at this time.

The Chair: The question then, is, shall the Chair be sustained?

Senator Lattimore: Mr. President.

The Chair: The Senator from Tarrant.

Senator Lattimore: When I made my statement, the Senator from Bexar was not listening. I stated, Mr. President, at the time I made the objection to the ruling of the Chair, that if during this entire investigation we were to be bound down by absolutely technical rules of evidence, if they were to be applied, as was sought to be applied when questions were asked the other day in regard to the introduction of evidence as to the accounts of other State officials in the American National Bank, if we were to be bound down here by absolute technical rules of evidence throughout, we would probably find ourselves conducting a very restricted investigation, and I stated that this question as to whether or

not Dr. Vinson was familiar with the salaries paid officials or professors in other institutions, and whether they were more or less than those paid to the Texas professors, is a matter that does appeal to the ordinary common sense of jurors, such as we are in this matter, and that I think it is a matter that we ought not to have the absolute technical rules of evidence applied to, and that is the reason that I am appealing from the ruling of the Chair.

Senator Hudspeth: Mr. President.

The Chair: The Senator from El Paso.

Senator Hudspeth: Are we bound by the rules applicable to the district courts?

Senator Lattimore: So far as they may be applicable, Senator. I think that is the rule, so far as they may be applicable. That is a matter which I think should be left entirely to the Senate.

The Chair: The question is, shall the Chair be sustained? The Chair should have invited someone else to put the question, I think.

Voices of members of the Court: Oh, no, that is all right.

Mr. Hanger: That is all right.

The Chair: The Secretary will call the roll.

(The Secretary thereupon proceeded to call the roll, as follows, to wit:)

Yeas—12.

Bailey.	Harley.
Bee.	Hudspeth.
Clark.	McCollum.
Collins.	Page.
Dayton.	Parr.
Hall.	Strickland.

Nays—16.

Alderdice.	Johnston of Harris.
Buchanan of Bell.	Lattimore.
Buchanan of Scurry.	McNealus.
Caldwell.	Robbins.
Decherd.	Smith.
Floyd.	Suiter.
Henderson.	Westbrook.
Johnson of Hall.	Woodward.

Present—Not Voting.

Dean.

Absent—Excused.

Gibson.

Hopkins.

Reasons for Vote.

I vote in favor of sustaining the

ruling of the Chair because I do not believe that at this time the evidence is admissible. When a witness testifies to a fact there can be no testimony building up that fact unless its correctness is attacked by the opposite side. Dr. Vinson has testified that the salaries paid to professors in the University are reasonable. That statement therefore is established as a fact. If the Respondent controverts that statement, then the Proponents are entitled to introduce testimony sustaining the statement made by the witness.

Under the present status of the case, I feel that the Chair is correct.

BEE.

I voted against the ruling of the Chair because I believe no harm can be done in permitting the comparative testimony of Dr. Vinson. I believe the Chair is correct in his ruling under the rules, but I vote to overrule in order that the rule may be waived in this particular instance that the Court may have the information sought.

WOODWARD.

Senator Collins: Mr. President, if we are bound by the rules of the district court, I believe the witness should be permitted to testify, but I do not believe it should be proved by comparison in isolated cases, and I vote "Aye."

(The Secretary handed the count to the Chair.)

The Chair: There being twelve "Ayes" and sixteen "Noes," one present but not voting, the Chair is overruled, and counsel will proceed to ask him the question—the objection is overruled and counsel will proceed to ask the question.

General Crane: Read the question, please, Mr. Reporter—I will pick it up, though, in the neighborhood of it.

Q. (By General Crane resuming): Are the salaries paid to the Texas professors—that is, to the professors in the Texas University—more or less, or the same, as those paid professors of the same or similar attainments and capacity and services in other universities of like class?

A. The salaries paid to our full professors, associate professors, and adjunct professors are uniformly lower than they are in other universities of the same class. The salaries



to instructors in the University of Texas are about on the level with those in other universities.

Q. Can you state whether the hours of work of the professors in the Texas University are equal to or more or less than in other Universities of the same class?

Mr. Hanger: May I ask a preliminary question?

General Crane: Yes, sir.

Mr. Hanger: Is that derived from personal knowledge, being present while these hours of work were being done, or by information received by correspondence?

The Witness: Derived, as a general rule, from the reports of the United States Commissioner of Education.

Mr. Hanger: I see.

The Witness: The reports made. All the data I give are derived from those official reports.

Mr. Hanger: Yes, sir.

Q. (General Crane): Will you then answer the question?

A. The hours for full professors in the University of Texas are uniformly more per week than in other institutions of the same class. About the average number of hours for full professors in the United States in universities of our class is nine hours a week; in some universities it is strictly limited to nine hours a week. In the University of Texas the hours for full professors are on the average more than nine hours per week of actual class room instruction.

Q. Now, as to the number of students to each professor—the per capita, what is the comparison in the same class of institutions?

A. The comparison in the—under that head is as follows: In the University of Colorado there are 5.9 students to the professor, to the teacher; in New Mexico 6.8; South Dakota 8.4; Indiana 8.9; Oklahoma 9.2; North Dakota 10.2; Iowa 11.5; Virginia 12.1; Kansas 12.3; Texas 13.4; Michigan 14; Mississippi 14.2.

Q. How many, then, have a larger per capita to professor or instructor than the Texas University?

A. Of the institutions with which the comparison is drawn Texas comes third to last in the list.

Q. Only two below it?

A. Only Michigan and Mississippi have more students to the teacher than the University of Texas has.

Q. Yes. Now, taking the actual

class room labor of a professor or a teacher—the number of hours that he devotes to actual teaching, does that embrace all of the work that he is required to do; and if not, how much more does he do?

A. It embraces relatively a small part of his work as a teacher in the University. In the first place, the number of hours which a man has in the class room will always demand a certain number of hours or an indefinite number of hours for preparation, which must always be, in any successful teacher, fresh preparation for every class hour. My own experience has been that it takes from two to four hours of preparation for every hour spent in the class room. In addition to that, there are always papers to be corrected—to be read, which becomes a tremendous burden in an institution of this size. There are laboratory hours which must be supervised—

Senator Page: Mr. President.

The Chair: The Senator from Bastrop.

Senator Page: I desire to state that I do not understand that there is an allegation here that the professors in the University of Texas are not serving the required time, that they are not doing their duty out here. Who is there here assailing that? If we are going into those matters, why, we will be here just nine weeks in this investigation. Now, I have no objection to hearing proper testimony, but if we sit here and hear the hours of service of professors in Michigan, Missouri, Nebraska and all other states in this Union, why then we might just as well make up our minds to be here until the first of January, and the thing I want to do is to get this investigation concluded so I can go back home and make a living for my family. And I am not able to see any relevancy in or pertinency to this kind of testimony.

The Chair: If the Senator from Bastrop will permit—

Senator Page: I understand, that's not the question to be passed on. We passed on another question a while ago.

The Chair: In the opinion of the Presiding Officer, under the ruling of the Senate a while ago, it will render this evidence admissible because it goes to the reasonableness of the salaries paid.

Senator Page: I understand—the reasonableness, we voted that that might be gone into, but we certainly, if you are going into this question, then you may go into the qualifications of the teachers in the University of Texas, you go into all kinds of questions as to character and fitness, and the only objection I have I can't see the pertinence of the testimony; it only encumbers the record and hinders the progress of the investigation.

The Chair: That was the opinion of the Chair a while ago.

Senator Page: I don't understand that the Senate passed on this question at all. I understand that the Senate passed on this, that General Crane having stated—that this witness having stated on the stand that these salaries in the University of Texas were reasonable, that he could go beyond that and prove that the salaries were less than paid in other states, which the witness testified to. Now, he is proceeding to go further. Those teachers' ability has not been attacked in this investigation, no one has said they are not qualified to teach; I have not; I don't understand that any one has ever made the charge in this trial that those teachers are not doing their duty, not working the requisite number of hours and all that kind of thing. It just seems to me it is needlessly encumbering the record with this kind of testimony.

The Chair: Proceed.

Senator Page: Mr. President, I object, as a member of the Court, to the testimony. I say this testimony is encumbering this record needlessly and I object to any such testimony. Why, if you open this testimony up then it is open to the other side to summon witnesses from every University of the United States to prove the hours of labor and the salaries and so on and if this matter is gone into we might be here for weeks and I interpose an objection, as I understand as a member of this Court I have the right to object, and I do now object.

Senator Dayton: Mr. President.

The Chair: The Senator from Cooke.

Senator Dayton: I desire to second the motion of the Senator from Bastrop. That is the reason why I voted to sustain the Chair a while ago, the

questions that are now being asked this witness are uncontradicted.

The Chair: I believe under the rules the question should be submitted without debate, and inasmuch as it is in a measure kindred to the question passed on a while ago, the Chair will submit the question to the Court. The Secretary will call the roll. Those favoring the sustaining of the objection will answer "Aye" as their names are called, and those opposed, "No."

Senator Lattimore: Mr. President.

The Chair: The Senator from Tarrant.

Senator Lattimore: Mr. President, I would like for the Senator from Bastrop, or someone, to state whether the objection is to a specific question or a general line of testimony. If the objection is to a specific question I think it ought to be stated, or if it is to a general line of testimony I think it ought to be stated.

The Chair: Will the Senator from Bastrop state—the Senator from Tarrant desires to know whether objection is made to a particular question or to a general line of testimony?

Senator Page: To both, if Your Honor, please, both.

The Chair: All right.

General Crane: I will state this to the Senator from Bastrop, there is only this one and one other question which I desire to ask along this line.

Senator Page: Well, if that be true, why, I certainly would not object to General Crane going that far.

General Crane: We had nearly finished.

Senator Page: That being true,—

The Chair: Does the Senator withdraw the objection?

Senator Page: Yes, sir, I withdraw the objection.

Senator Parr: Mr. President.

The Chair: The Senator from Duval.

Senator Parr: It looks to me like this kind of testimony ought to be stopped. You are taking us away from our homes to try the Governor for a high crime they say he has committed. Now, it is absolutely ridiculous for us to sit in this chamber and hear that kind of testimony, and I object to it. Now, I enter my solemn protest, I object to it.

The Chair: The question is, shall the objection be sustained? The Secretary will call the roll.

Senator Bee: What was the Chair's ruling?

The Chair: The Chair is submitting it to the Senate.

Senator Bee: Submitting the objection by the Senator from Duval?

The Chair: Yes, sir.

Senator Page: I might suggest to the Senator from Duval that my only object was to prevent encumbering the record, and since General Crane said that he had only two more questions, I would suggest that he withdraw his objection.

Senator Parr: No, I want to put it up to the Senate.

The Chair: The Senator from Duval objects to the question. The question will be put up to the Senate. Those favoring the sustaining of the objection will answer "Aye" as their names are called, those opposed, "No," as their names are called. The Secretary will call the roll.

(Thereupon, the Secretary of the Senate called the roll, as follows:)

Yeas—9.

Bailey.	Harley.
Clark.	Hudspeth.
Collins.	Parr.
Dayton.	Strickland.
Hall.	

Nays—18.

Alderdice.	Johnston of Harris.
Bee.	Lattimore.
Buchanan of Bell.	McNealus.
Buchanan of Scurry.	Page.
Caldwell.	Robbins.
Decherd.	Smith.
Floyd.	Suiter.
Henderson.	Westbrook.
Johnson of Hall.	Woodward.

Present—Not Voting.

Dean.	McCollum.
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Absent—Excused.

Gibson.	Hopkins.
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Senator Page: Mr. President, I might be permitted to say that I believe that the testimony is inadmissible, but in view of the fact that General Crane has stated he has only two more questions to ask, I shall vote "No."

The Secretary: Nine ayes and eighteen noes.

The Chair: There being nine ayes and eighteen noes the objection is overruled. Counsel will proceed.

Q. Just answer the question, then, Doctor, please.

A. In addition to the matters which

I have mentioned, there is a certain amount of administrative work which—

Senator Hudspeth: Doctor, pardon me. I would like to have the question read, General.

General Crane: All right, read it please, Mr. Reporter.

(Thereupon the Reporter read the question, as follows):

"Now, taking the actual class room labor of a professor or a teacher—the number of hours that he devotes to actual teaching, does that embrace all of the work that he is required to do; and if not, how much more does he do?"

A. There is a certain amount of administrative work which is done by many members of the staff; in addition to that there are always scheduled hours for conferences with students about their problems; a number of members of the staff engage in correspondence instruction in addition to class room work,—making in all full time for every man.

Q. Doctor, the salaries cover how many months per annum in the year?

A. The salaries are paid in twelve installments for nine months of work.

Q. Is there any agreement or understanding with the professors that extra work on their part may be done during vacation or the hours that they are not otherwise engaged?

A. That has always been understood.

Q. Yes. Now, some questions were asked one of the witnesses by the Respondent in respect to the professors who were absent and permitted to draw salaries. Do you know what about that and what rule now is in the Texas University, and when it was established, if established by you?

A. There is no definite rule in the University of Texas with reference to the matter of leave of absence. Every case is considered upon its own individual merits and no leave of absence is ever granted except by the Board of Regents. The president is not permitted to grant leaves of absence and the granting of a leave of absence by the Board depends upon the length of time that a professor has served in the University and upon the reasons which call him away. As to whether he shall draw pay or not during the time of his leave of absence, that is dependent upon

whether his leave of absence would be of any additional expense to the University itself. Uniformly leaves of absence are without additional expense to the University for the conduct of that professor's work.

Q. Doctor, you heard some complaints as was evidenced by the questions asked by the Respondent as to some practices in the University—that is, some of the professors or teachers who had been traveling had bought mileage tickets, paying twenty-five dollars per thousand and charging them up at the basis of thirty dollars per thousand?

A. Yes, sir.

Q. Now, did you look into that matter for yourself after being elected president?

A. Yes, sir, I did.

Q. State whether or not the rule was changed and corrected—if so, by whom and when?

A. The rule was changed almost immediately after I came into office last July a year ago.

Q. Now, what rule was then established, if one was established, in respect to that matter?

A. The Board of Regents was asked to make an appropriation of what is known as "the rotary mileage fund," and out of that mileage fund the members of the faculty who are required to travel for the University may draw a certain amount of expense money. Previous to that time they had paid the expenses out of their own pockets and had rendered their accounts upon their return to the University. Now they draw a certain amount of expense money from the auditor, and the auditor is required to furnish each man who travels with scrip—with mileage books, and they are required to use them, and upon their return they make sworn itemized statements of their expense accounts, on the basis of which then the auditor secures a warrant from the Comptroller and the money from the State Treasurer, and reimburses the rotary mileage fund of the Board of Regents.

Q. Yes. Well, now, that had been corrected long before the Board of Regents met at Galveston to elect professors or to deal with the faculty?

A. Oh, yes, approximately a year before.

Q. That was before the October

meeting at which some complaint was made at other members of the faculty?

A. Yes, sir.

Q. Now, previous to that time who would advance the money for buying these mileage tickets—was it the professors or the University forces?

A. The professors themselves.

Q. Advanced the money?

A. Yes.

Q. There was some questions also propounded indicating that some of the professors out there had been writing books and selling them to the faculty—to the student body at very exorbitant prices. Now, will you be good enough to state to the Court what the facts are in reference to that question?

A. There were ordered for the University in the session of 1916 and 1917 five hundred and twenty-eight different titles of books which were used as text-books in the institution. Of that number, approximately thirty of those titles were of text-books which had been written by members of the University instructing staff, and those books sold to the students all the way from twenty cents a copy to about five dollars a copy. I have here the complete list of all text-books written by professors in the University of Texas, which I would be glad to read off.

Q. Very good, sir.

A. Mr. S. L. Brown has written Outline of Physics, which sell to the students of the School of Physics at seventy-five cents a copy.

Q. Now, as you go along, if you will be good enough to state what books written by others on the same subject of the same class sell for, and what they would have cost if they had been used instead?

A. I couldn't give you that information.

Q. You can't?

A. I haven't that information.

Q. Yes.

A. Mr. R. E. Cofer has written Analytical Outline of Bankruptcy, which sells for seventy-five cents; Analytical Outline of Pleading, for \$1.50; Analytical Outline of Practice, for \$1. Mr. A. A. Cother has written Notes in Senior Bridge Design which are sold at cost to students. Mr. Frederic Duncalf, in collaboration with Mr. A. C. Krey, not of our faculty, has written Parallel



Source Problems of Medieval History, which sells to students for \$1.10. Mr. E. W. Fay has written a text of Flautus, which sells for \$1; an Outline of Horace, for ten cents. Mr. S. P. Finch, Notes on Elementary Mechanics, which sell for \$1.25. Mr. F. E. Giesecke, Descriptive Geometry, seventy-five cents. The School of Government of the University has prepared a text on the Outlines of Government, which sells for fifty cents. Mr. A. L. Green has written a Question Outline on the Use of Law Books, which sells for \$1. Mr. M. R. Gutsch, Outlines of Medieval History, twenty-five cents. Mr. G. F. Hall, All Spanish Method, \$1. Mr. I. P. Hildebrand, in collaboration with Mr. E. H. Warren, who is not of our faculty, Cases in Private Corporation, two volumes, for \$10, \$5 apiece. Mr. H. G. James, Applied City Government, seventy-five cents; Municipal Functions, \$2. Messrs. T. L. Kelley, D. L. Hoopinger and L. W. Sackett have written Educational Laboratory Outlines, \$1.10. Mr. J. M. Kuehne, Outlines of Physics, seventy-five cents. Miss Lavender, Outlines of Latin, eighty-five cents. Mr. R. A. Law, Romeo and Juliet, twenty-five cents.

Senator Bee: Who wrote Romeo and Juliet? (Laughter.)

A. Mr. I. M. Lewis, Botany Laboratory Guide, fifty cents; Mr. D. A. Penick, Sallust Cataline, one dollar. Prof. Prokosch, Deutsche Aufgaben, twenty cents; Deutscher Lehrgang, one dollar; Deutsches Lese und Übungsbuch, fifty cents; First German Lessons in Phonetic Spelling, twenty-five cents (no royalty); German for Beginners, one dollar; Introduction to German, \$1.15; Sounds and History of the German Language, \$1.75 (no royalty). Mr. E. P. Schoch, has written Introductory Chemistry, the proceeds are turned over to the School of Chemistry, selling for sixty-five cents. Mr. E. D. Shurter, American Oratory of Today, \$1.35; Extempore Speaking, ninety cents; Public Speaking, ninety cents; Science and Art of Debate, \$1.25. W. S. Simkins, Administration of Estates in Texas, \$6.00 to students, \$7.50 to others; Equity, \$5.00 to students, \$6.50 to others; Federal Suit in Equity, \$6.50 to students, \$7.50 to others. F. W. Simonds, Geography of Texas, ninety cents. B. D. Tarlton, Question Outline on Evidence,

one dollar; Question Outline on Real Property, one Dollar; Question Outline on Wills, one dollar; Rights of Married Women in Texas, one dollar. T. U. Taylor, Surveyor's Handbook, two dollars; T. U. Taylor, in collaboration with Charles Puryear of the A. and M. College, Trigonometry, \$1.25. J. C. Townes, American Elementary Law, \$4.00; Law Books and How to Use Them, \$2.00 to students, \$2.50 to others; Texas Pleadings, \$5.00 to students, \$6.50 to others; Torts, \$3.50. A. B. Wolfe, Outlines of Sociology, \$2.80. All of these books are published by prominent publishing companies of the United States.

Mr. Hanger: May I see that list?

The Witness: Yes, sir. (Thereupon the witness, Dr. Vinson, handed the list of books about which he has just testified, to Mr. Hanger.)

Q. Are they used in other Universities too, of your knowledge?

A. I have not been able to get information to that effect.

Q. You have a corporative book concern out there with which Dr. Cofer had some connection? Is there any profit in that book concern to the professors and the faculty?

A. None whatever, no one makes any profit out of that except the students and the patrons of the society?

Q. The profits all go back as part of the investment?

A. The profits are returned at the end of the year to the patrons of the society, to those who have bought, depending upon the amount of dividend which the society is able to declare at the end of its fiscal year, with the exception of a certain amount which passes into the assets of the corporation, which has amounted to about fifteen hundred per year during the life of the institution; with the article in its by-laws under which the co-operative society was established that at any time the society is abolished, all of the assets which have accrued are to be paid over to the Board of Regents of the University.

Q. Now, did you attend a meeting of the Board of Regents at the University in October in which Governor Ferguson demanded the discharge of certain members of the faculty?

A. Yes, sir.

Q. Just state what occurred

there. Refresh your memory with such memoranda as you have, if it be necessary so to do—and what he said with reference to the discharge of those members?

A. The Governor presented to the Board of Regents on that occasion, in October, 1916, a written statement of charges against certain members of the instructing staff of the University. There was six or seven or more members whose acts were called into question in that document. There was in addition to that considerable oral discussion by the Governor, of this matter, both prior to and during the presentation of the written document, all of which is recorded in the published account of the proceedings sent out by the Board of Regents on the 15th day of December, 1916, which you have there.

Q. Was there any question raised there before the Board of Regents of discharging those professors without a hearing?

A. That question was raised.

Q. Well, just state, please, what occurred on that point.

A. My recollection of the position of the Governor was that the Board had the authority, under its own rules, to discharge those members of the faculty without a hearing; that in his judgment it would be better for the Board to adhere to its own rules and discharge them without a hearing rather than to have such witnesses as might be cited to appear before the Board.

Q. Did any one raise the question that that would be unjust to them?

A. The Board decided that it was unjust to the members of the faculty concerned, and proceeded to call all of the members, most of the members affected, before it and to give them a hearing.

Q. I would like for you to refer to that printed document, if you were present when this occurred, on page 52.

A. You have my copy, General.

Q. Have I?

A. Yes, sir.

Q. Well, we will see if we have another one. After refreshing your memory from that, if it does refresh your memory, state whether or not Mr. Sanger made any objection to the discharge of those gentlemen without a hearing?

A. He did.

Q. Now state whether or not Governor Ferguson answered that suggestion as stated on pages 52 and 53 of this book?

A. He did answer it.

General Crane: Now, Mr. President, I offer it, just what was said on that subject; the Governor responding to the objection of discharging those men without a hearing, said: "That is the reason I took the liberty of telling Dr. Vinson what I did. Then their argument would not arise and nothing would be done. As to the argument that it would injure the man's reputation, that is very good, but no man's personal welfare or his dishonor, or his ambition should supersede the best interests of this University. It might be bad for him to explain to somebody else when he is let out here, but when you go to explain to the next Legislature and you go into all these things you will then find that for the sake of a few men who have not had a proper conception of their duty you have done your University an irreparable injury. And these things will come out."

Q. Now, state whether or not the University Board of Regents, and the faculty opposed an actual investigation to determine the issue as to whether these men were guilty of the things that he suggested.

A. The Board of Regents at the same meeting earnestly requested the Legislature to make a full and complete investigation of all these matters, and later on in the session the faculty, on two separate occasions, by practically a unanimous vote, requested the Legislature to make a thorough investigation.

Q. Well, the investigation, did it result in any resolutions being passed by the State Senate?

A. It did.

Q. Known as the Dayton Resolution?

A. What is known as the Dayton Resolution.

Q. Did you make any appeal to these gentlemen composing that Committee, Senator Page, Senator Dayton, and others, in a joint hearing between you and the Governor and themselves?

A. The Committee had such conference here.

Q. What took place at that conference?

A. The conference was very brief.

I had requested the members of the Committee to have Governor Ferguson and myself alone and together before that Committee to discuss these matters with them, and on that basis they requested the conference with the Governor and we came together in this committee room of the Senate here, and in that conference some member of the Committee, I forget now just which one it was, I think it was Senator Page, made the suggestion, as well as I remember, that we could only reach a proper conclusion by each side surrendering something and that if I would agree to secure the resignations of those members of the faculty who were objectionable, and the Governor would agree to sign the appropriation bill which might be passed by the Legislature, the whole matter might be set at rights without any further controversy. My answer to that was that the condition, so far as I was personally concerned, was an impossible condition inasmuch as upon my part it would be subversive of authority. The Board of Regents had already taken the matter out of my hands and had passed upon it and had exonerated the members of the faculty, and I could not and would not make any move toward the discharge of those members of the faculty under that action of the Board of Regents, and in order to compromise the difficulty. And, my recollection is, that the conference ended just about there.

Q. Well, now, after the passage of this Dayton resolution, it was after that that the Board of Regents met in Galveston, I believe?

A. Yes, sir.

Q. Yes. And what was the date of the meeting in Galveston, do you recall?

A. To which meeting do you refer, General? There were two meetings in Galveston, of the Board.

Q. Give an account of both of them, and what happened?

A. There was one meeting of the Board in Galveston, about the 28th of May, or the 29th, it was just about the end of May; and the second meeting in Galveston was on July 12th and 13th.

Q. Well, it is the first to which I refer.

A. The first meeting of the Board in Galveston was the regular meeting of the Board.

Q. Yes. Now, was Mr. Babe down

there as a member of the Board of Regents?

A. Yes, Mr. Allen was there.

Q. I beg pardon for speaking of him in that way, it was a slip of the tongue. I learned to use that a long time ago,—Mr. Wilbur Allen?

A. Yes, sir.

A. State whether or not he seemed to be friendly with you when you met him at these times?

A. Mr. Allen was always friendly to me in his conversations with me and in his manner toward me.

Q. Did he indicate any preference for you as President of the University in any of those conversations, and if so, what did he say?

A. Some very decided preferences. It's rather embarrassing to me, General, to answer that question.

Q. Well, now, was that about the time of the institution of the suit of Lomax against the Board of Regents?

A. Yes, sir, that injunction was served during that meeting in Galveston, the first meeting.

Q. Well, now, Doctor, waive your modesty just for a moment, will you, and tell some of the things he said about you, as to what he thought about your being fit for the place, without your underwriting them, just state them as hearsay, what he said?

A. The most distinct recollection I have of his commendation of me as President of the University, and to me he never gave anything else but commendations, occurred in the conversation at my house during the course of the recent investigation in the House.

Q. Well, but I mean anticipating that, antedating that, taking up about the time of the Galveston meeting, along there?

A. I don't remember any outstanding expression at that time. Everything was friendly and commendatory.

Q. Now, on June 6, I believe, you had a meeting with him also?

A. Yes, sir.

Q. The date of the remission of his judgment?

A. Yes, sir.

Q. What was the purpose of his interview with you on that day?

A. His purpose was to secure my resignation as President of the University.

Q. Your resignation?

A. Yes, sir.

Q. Did he tell you where he came from, from whom?



A. Yes.

Q. What did he say about that?

A. He told me he came from Governor's Ferguson's office,

Q. What time of day was it?

A. About five o'clock in the afternoon.

Q. Five o'clock?

A. Yes, sir.

Q. Who was with him?

A. Major Littlefield was with Mr. Allen, and in the same conference also, Mr. John Brady and Mr. Dudley Woodward and John A. Lomax were present.

Q. Just what was his request or statement? Was it in form of a demand or request?

A. It was a request for the resignation of Mr. Lomax and myself, from our positions in the University, as a means of composing the troubles which we were having.

Q. What did it have to do, did he say, if anything, with the preservation of the appropriation bill and preventing its being finally vetoed?

A. That if I would resign, he felt—

Mr. Hanger: We think it is hearsay, Mr. President, of the worst sort.

General Crane: We think, Mr. President, that showing he comes from the Governor, and we will be able to corroborate that, and with a message from the Governor practically with reference to the appropriation bill, though it might not have been so taken, it is permissible in a case of this character.

Mr. Hanger: I do not understand the witness says he came with a message, or anything else, except he came from the Governor's office. (To the witness) That is correct, isn't it?

The witness: Yes, that is correct.

Mr. Hanger: Even though it went further than that, why it is hearsay, and there is another way to prove it, a proper way to prove it. I would have objected at the start, but there was a part of this testimony, up to this point, that we understood came within the ruling of the Chair yesterday afternoon with reference to a specific charge in here about the remission of a forfeiture, and therefore desired to conform to the Chair's ruling. We did not object up to this point, but we think this is hearsay entirely.

General Crane: We think, Mr.

Chairman, that it is admissible on two grounds: First, he came direct from the Governor with whom he evidently had been in conference, as I think the facts subsequent and prior thereto will show; that he made a specific request for the resignation of these gentlemen for the purpose of securing the saving of the appropriation for the University. Taking all of the circumstances previous thereto and subsequent thereto that will be introduced, that he was acting with and for the Governor; that he was a friend of Dr. Vinson's until that day, Your Honor recalling Mr. Fiset's testimony that he thought Dr. Vinson was a very great man until that day, about one o'clock, and about that time had changed his mind; but Your Honor will remember also that it was that day also, the 6th of June, the proclamation was issued by the Governor remitting a judgment of \$5000 to Babe Allen, or Wilbur P. Allen, and his associates. We think that entire testimony ought to go in as a circumstance to show not only the influence that this remission of that judgment had upon Mr. Allen, but also to show that he was acting in concert with the Governor; they were agreed together, and therefore the acts and declarations of one would be admitted as against all in pursuance of a common cause, to wit: the getting of Dr. Vinson to resign.

The Chair: General Crane, right there: the entire testimony is in the nature of hearsay testimony. The Chair was of opinion that similar testimony was admissible, and that such part of this as has already been adduced was admissible to show Mr. Allen's attitude. Now then, would a statement by Mr. Allen that the Governor said so and so—and within the ruling of the Chair yesterday, and within any rule of law, that would make the testimony admissible, it not having been shown, except by his statement, that he went from the Governor to the witness.

General Crane: No. We think we will be able to show—I am not clear as to the first part of it, but we will be able to show also that he returned to the Governor immediately afterwards, came back from this interview and reported directly to the Governor's office. We think those circumstances would make the



declaration admissible, then if they wish to show he did not have that authority from the Governor that, of course, would be a question for the Senate here.

Mr. Hanger: (To the witness) He told you he didn't come with a message from the Governor?

A. Yes.

Q. Senator Hanger: Expressly disclaiming it?

A. Yes.

The Chair: Anything Mr. Allen said as showing his belief that a certain course on Dr. Vinson's part would have a certain effect, in the opinion of the chair, is admissible.

Q. All right. Now, just what did he say would be the effect of your resignation and Mr. Lomax's, if he said anything on that subject?

A. He said to me he had no agreement with the Governor at all about that, but he thought if he could go back to the Governor's office with the resignation of Lomax and myself he could get the Governor to sign the appropriation bill for at least a million dollars, and said that he was going direct from my office to Governor Ferguson.

Q. Well, now, in a subsequent interview, that you had with him, when was that you say, during the session of the investigation committee in the House?

A. Yes, during the latter part of August.

Q. Withdrawing that question temporarily; what did you say to his proposition that you should resign?

A. I declined his proposition.

Q. Then did he come to you in a subsequent interview, to which you have referred, in July, did he make some statements to you then about his personal attitude toward you?

A. In August, do you mean?

Q. Yes, sir.

A. Yes, we talked at considerable length on that night and he indicated to me—

Mr. Hanger: Now, we think—All right, go ahead.

The Witness: Shall I proceed?

Q. No, we will go back. Was Major Littlefield seeking your resignation as well?

A. Major Littlefield made the first presentation of the proposition to me and stated distinctly that he was not expressing his opinion in presenting that proposition that I

should resign, but was simply showing to what length he would go in order to endeavor to secure the appropriation for the University, and to keep the institution open.

Q. On your declination did you ask his opinion about that?

Mr. Hanger: We think that is certainly not admissible, Mr. President.

The Chair: The objection is sustained.

Q. Did Mr. Brady or Mr. Woodward advise you to resign?

Mr. Hanger: We object to the statements of those gentlemen.

The Chair: The objection is sustained.

Q. There are some letters that have been read in evidence here as to your having an interview with Governor Ferguson, and you have testified that in June and then later you wrote him before going to El Paso, you wished another interview with him when you returned from El Paso. I assume from the two letters you had no personal interview between those two dates?

A. None at all.

Q. Is there any reason why you had not communicated with Governor Ferguson between those two dates?

A. I did have one conference with the Governor between those two dates, but not about this matter.

Q. But about this matter I am talking about?

A. Yes, the reason I didn't was because I had been requested by one of the best friends of the Governor not to go.

Q. Who was that friend?

Mr. Hanger: We object to that. It is hearsay and immaterial.

The Chair: I think the objection is not well taken in view of the attitude of the witness.

Q. Who was that friend?

A. That was Mr. Allen Sanford, of Waco.

Q. What were the reasons?

A. That he himself would take that matter up with the Governor in connection with other friends of the Governor's and see if they could not get the situation adjusted.

Q. Now that was with reference to his objections to certain members of the faculty?

A. Yes, sir.

Q. About what date was that you

had this conference with Mr. Sanford?

A. That was, on the night of the first of July. Mr. Sanford was one of my guests at the dinner which I gave that night.

Q. Did you have any information that Mr. Sanford was ever an alumnus of the University?

A. He is an alumnus of the University, yes, sir.

Q. Did you have any personal knowledge, did you investigate the James incident about which some trouble was made, did you have any investigation of that and get any knowledge about the James incident and how that arose?

A. Yes, sir.

Q. What was that incident?

Mr. Hanger: We object. It is the grossest hearsay, an investigation; let them bring James here, or somebody who knows. He is stating the result of this witness going out and inquiring of someone else what had happened and bring him here and let him state what he found out on that occasion. We object to it.

The Chair: The objection is sustained.

General Crane: I withdraw the question.

Q. Doctor, something has been said about a students' parade that was had here. Did you have anything to do with the organization of that parade?

A. Nothing further than to give permission to students to be absent from classes in order to hold a mass meeting.

Q. The papers had printed what would be the proposed proceedings of the Board of Regents on that morning?

A. On the day before and also on that morning.

Q. Yes, sir. The question of the veto of the appropriation for the University was discussed as well?

A. Yes, sir.

Q. And the question of the discharge of certain members of the faculty was also discussed?

A. Yes, sir.

Q. Now the student body wished to hold a meeting upon that subject?

A. Yes, sir.

Q. You gave your consent to dispen-  
 A. I did.

Q. Did you consent to anything further?

A. Yes. I consented to the suspension of classes and to the holding of a mass meeting for the purpose of drawing up resolutions which were to be presented by the students in a body to the Board of Regents.

Q. Well, is that unusual in colleges to permit the student body to hold meetings?

A. It is quite customary in the University of Texas to dismiss classes at certain times in order to enable the students to hold meetings which are of general interest to the student body. We have no convocation of students in the University at all except on occasions of that sort.

Q. Is it true, or not, that the faculty and the Board of Regents encourage the student body of the University to form their organization of students, elect their presidents and their committees, with the view of developing their initiative and their control of various questions?

A. It is a distinct part of the policy of the University of Texas.

Q. It has been such for years, I believe, has it not?

A. Yes, sir.

Q. Do not the student body present their grievances to the faculty and Board of Regents through their own organizations?

A. They do.

Q. And undertake to reach a settlement of all problems in that way?

A. Yes, sir.

Q. The University faculty, then, I assume, does not simply enforce rigid rules without giving the student body a hearing?

A. They do not.

Q. Now, was it contemplated at the time you gave this permission to hold this mass meeting that they should offer any insults to the Governor, or Board of Regents, or be rude to them in any way whatever?

A. Certainly nothing was further from my intention in the matter, and I had no information to that effect that any such was to be done.

Q. Now, as to these professors that he was attempting to have the Board of Regents dismiss, what is the character of those gentlemen, and their attainments and fitness for the positions they held, Doctor? Take Dr. Mather, for instance, what is his position in the University?

A. Dr. Mather was Professor of

Physics in the University and has been for a great many years, approximately twenty years, I think.

Q. State whether he is a man of recognized learning and ability to teach that subject?

A. He is, and has been an eminently successful teacher in the University of Texas.

Q. What is his character and standing as a man, apart from his educational attainments?

A. Among the very best.

Q. Well, now, take the other gentlemen—take Mr. Cofer, do you know anything against him in a personal way?

A. Nothing whatever.

Q. Know any objections to him as a teacher of law in the University?

A. Nothing whatever.

Q. These other gentlemen, taking them up one by one, you are more familiar with them than I am as to their names, give their names, their attainments and their general reputation and character so far as known to you.

A. They were regarded—all of those men without exception were regarded as being successful men. Of course, the question of success is of varying quantity and also to a certain extent a matter of opinion—

Q. Yes?

A. —among various people, but uniformly those men without exception were regarded as satisfactory servants of the University of Texas, and some of them were men eminently satisfactory.

Q. What were the only objections, if there were only a few objections, made to Mr. Cofer?

A. The only objection that was filed against Mr. Cofer was that he had presided over a certain convention in the city of Austin.

Q. That was all?

A. That was all.

Q. Now, what was the objection to Mr. Mayes?

A. The objection to Mr. Mayes was that he was connected with a newspaper in Brownwood which had been in opposition to Governor Ferguson in his last campaign.

Q. In the meeting of the Board of Regents did he indicate what that opposition was—just give his language as near as you can—what did he say Mayes had done unto him?

A. He said Mayes had skinned him in this paper.

Q. Well, Doctor, the language is

not right for a preacher to like to use, but just what did he say—how did he say that he had skinned him?

A. I never use such language, but I can quote him: that he had skinned him from hell to breakfast. (Laughter.)

Q. Well, now, his objection to Mr. Cofer was not that he simply presided at a convention, was it, but was it that he was in opposition to him in a political convention?

A. That he presided at a convention which sent a delegation to San Antonio which opposed his—the Governor himself.

Q. Yes?

A. I would have to refresh my memory from this document of the Board of Regents—

Q. Yes?

A. —in order to be able to give it accurately.

Q. Well, that is sufficient. Now, that was the University meeting of Regents out there. Now, after the passage of the Dayton Resolution was the hostility to those professors in any way diminished or was the fight kept up?

A. It was kept up and finally reached an issue in the meeting of the Board on July 12th and 13th in Galveston.

Q. In the meantime, how many of the Regents had resigned and their successors been appointed—I believe Dr. Faber was at the meeting there at the University in October?

A. Dr. Faber was present at the meeting in October, but afterwards resigned and Mr. Brents was appointed in his place.

Q. Then Dr. Jones was attempted to be removed and Dr. Tucker appointed in his place?

A. Yes, sir, that was in Galveston—

Q. Yes?

A. —on the 28th or 29th of May.

Q. Yes. Dr. McReynolds resigned at another time?

A. Dr. McReynolds resigned in Galveston at that same meeting.

Q. Who succeeded him, do you recall?

A. Mr.—Judge Love succeeded him.

Q. Judge Love?

A. Of Houston.

Q. Of Houston—yes, sir.

A. Mr. Butler also resigned at the same time and Judge Mathis succeeded him.

Q. Judge Mathis of Brenham?

A. Of Brenham.

General Crane: Yes. That's all.

Senator Bailey: Mr. President, I would like to ask a question.

The Chair: Send up the question. I have a question here from another Senator also.

Senator Bee: Mr. President, I propounded a question yesterday.

The Chair: Yes, sir.

General Crane: Mr. President, I omitted something else I wanted to ask.

The Chair: If you are ready to proceed, General, you may finish.

General Crane: All right, sir.

Direct Examination Resumed  
By General Crane.

Q. Doctor, I will call your attention to page 46 of the Bulletin and down near the bottom of Governor Ferguson's statement there. I would like to ask you if he used the language there attributed to him before the Board of Regents out there at the University?

A. Yes, he used that language.

General Crane: In this connection, then, I will offer that, Mr. Chairman—Mr. President, Governor Ferguson testifying or talking to the Board, said: "That only shows what I was starting out to prove—that you gentlemen have got the idea up here—the very fact that the President of this University would treat so lightly the statement of the Governor of the State, who has gone out and made specific demands, as it were, that these professors be removed—that he treated that so lightly that he would not even take the opportunity to come and have a talk about the matter. He has simply indicated to the Governor of the State that he simply wants to proceed independently. In Doctor Vinson's letter to me he assumes and arrogates to himself absolute independence. No man is independent. The Governor of the State is amenable to the people and every man around this board is amenable to the executive head of this government. And no attempt was ever made to go into this matter. Now, gentlemen, this shows how this is going—you have got your vote and I will have my vote. We just as well understand each other and I will tell you now, if you undertake to put these men over me I am going to exercise my constitutional authority to remove every member of this board that undertakes to vote to keep them. I say that in all due candor. The Chairman:

May I ask you a question? Do you want this board to dismiss these men without investigating the charges? Governor Ferguson: You can do as you please about it. It seems that I have to prove my case step by step and it seems that the Governor of Texas is an orphan child and it seems that at the University he has to prove his case. I haven't got time to come out here and appear in the role of county attorney. So far as I know I could offer you witnesses from the University of Texas crowd in my last campaign and a very few members of this Board of Regents."

General Crane: Judge Woods desires to ask some questions, Mr. President; whether now or after the Senators' questions shall be read is a matter for the Chair to decide.

The Chair: Judge Woods might ask his questions now.

General Crane: Very well.

The Chair: He may proceed now.

Examination  
By Judge Woods.

Judge Woods: Doctor, upon behalf of the Board of Managers I desire to submit some questions to you.

Q. In the first place, I would like to ask you, what is the method of discipline and government of the student body in the University?

A. We have in the University what is known as Student Self-Government, where the students themselves administer discipline under certain rules and regulations which were drawn up and agreed upon between what is known as the Students' Council and the Faculty, and cases of discipline in the student body itself, particularly the breaking of what are known—of what is known as the Honor system in the University are decided by the students themselves and sentence is meted out, always with the right of appeal on the part of the student being investigated or being tried to the Faculty Discipline Committee, and from the Faculty Discipline Committee to the President and from the President to the Board of Regents if necessary. They handle almost all disciplinary matters in the University except a few things which the faculty reserves to itself the right to take care of.

Q. Well, then, Doctor, is it true that in the first instance matters of



discipline and government are determined by the student body through their council?

A. They may be determined by the student body in their council or may be determined by the Faculty Committee. It depends somewhat upon the nature of the offense charged, but in the ordinary routine of student government in the University, whether a case initiates with the faculty or any member of the faculty or with the students, it generally goes first to the students' committee to act upon and then goes to the Faculty Discipline Committee by way of review and control.

Q. Well, passing from that question, Doctor, I submit this question to you: Why is there a University of Texas?—and involved in that the question, what part does it play in the general scheme of education in the State of Texas? What are its objects and purposes, and how does it go about performing them?

Mr. Hanger: We think that is not material here, Mr. President, if I may make the objection to the question propounded by the Managers. The existence of the University is alleged to be constitutional and is not disputed—it is admitted and agreed. The other calls for a dissertation upon a question that is not material here to any allegation or charge contained in any article.

The Chair: Judge Woods, what have you to say against the objections?

Judge Woods: What I am seeking to develop, if the Chair please, is this: The University of Texas to a certain extent is upon trial in this very case—its objects, its purposes, its expenditures, its government, and the part it plays in the general educational scheme of the State of Texas—and therefore I wish to develop from this witness, who is the President of the University, something about the nature of the University and its character.

The Chair: In the opinion of the Chair the question does not call for any matter that would be relevant to the charges presented here.

Judge Woods: All right.

Q. How long has the University of Texas been in existence, Doctor?

A. It will enter upon its thirty-fifth session the latter part of this month.

Q. Could you state offhand about

the number of students that have matriculated in the University in that period of thirty-four or thirty-five years?

A. I can give you the entire number. We carry them annually in the Catalogue. I have the attendance at every session of the University from the beginning down to date. The total attendance 1883-4, 221.

Mr. Hanger: Can't you state the total?

A. The whole?

Mr. Hanger: That was the question, as I understood.

Judge Woods: That was the question, but answering in detail would give the information as to its beginning and its gradual development, if it is not objectionable?

Mr. Hanger: There is no objection.

The Chair: All right.

A. 1884-5, 209; 1885-6, 199; 1886-7, 245; 1887-8, 250; 1888-9, 278; 1889-90, 309; 1890-1, 283; 1891-2, 388; 1892-3, 353; 1893-4, 482; 1894-5, 630; 1895-6, 730; 1896-7, 751; 1897-8, 800; 1898-9, 986; 1899-1900, 1051; 1900-1, 1121; 1901-2, 1291; 1902-3, 1348; 1903-4, 1353; 1904-5, 1486; 1905-6, 1991; 1906-7, 2273; 1907-8, 2462; 1908-9, 2573; 1909-10, 2701; 1910-11, 2758; 1911-12, 2832; 1912-13, 3334; 1913-14, 3501; 1914-15, 3900; 1915-16, 4215; 1916-17, 4620.

Q. What is the total?

A. The total is approximately thirty thousand.

Q. Doctor, doesn't the large majority of its students come from families of limited means?

A. Yes, sir. Nearly half of the student body last year paid their expenses in the institution by their own labor, either in whole or in part.

Q. Well, that answers the next question. Then you have practically answered another question which I expected to ask, that was to this effect: Do not a very large number of students maintain themselves, either wholly or in part?

A. Yes, sir.

Mr. Hanger: That is not embraced in any article, Mr. President.

Judge Woods: I withdraw it.

Q. If this veto message—if this veto itself had been effective, what would have been the result as to the students of limited means who maintain themselves either wholly or in part?

Mr. Hanger: We think it is argumentative and an opinion and immaterial.

Judge Woods: I beg the gentleman's pardon, but it was not an argument. I simply asked what would have been the effect that would have resulted to students of limited means from an effective veto.

Mr. Hanger: Then, if he is right that it is not an argument, we urge the other objection, that it is speculative and an opinion and immaterial; but we insist it is argumentative.

Judge Woods: All right. Let it go.

Q. Do not all students that enter the University have to meet the same conditions on entrance?

A. Yes, sir.

Q. Do not those students of limited means make an average equally high with others?

Mr. Hanger: One minute. We object to that—wholly immaterial for any purpose whatever.

Judge Woods: Cut it out.

The Chair: The objection is sustained.

Q. Is there any kind of preference shown to students other than these students?

A. No preference of any kind is shown to students in the University.

Q. Doctor, is the University managed and operated for the benefit of the students and the people or for the benefit of the Board of Regents, officers, faculty and teachers and employes, which?

A. Absolutely primarily for the benefit of the students, and secondarily and through the students mainly for the benefit of the State.

Q. Doctor, do not all the students entering and attending upon this University come up through the common schools of this or some other State, including in this term the rural schools?

Mr. Hanger: We object to that—the same objection.

The Chair: What is the objection?

Mr. Hanger: Immaterial and not embraced or pertinent to any charge filed—any article.

The Chair: The Chair is inclined to think the objection is well taken.

Judge Woods: I do not wish to press it.

Q. Does not every student in that University receive either in that University or in his prior education

the full benefit of the State appropriation for schools—common schools, high schools, and the University?

A. I would not say that every student does, because every student does not come to the University from the public schools; they come in some cases from private schools, from denominational schools, but that is true of the vast majority of the students in the institution.

Q. In the course of a student's education, Doctor, beginning with the elementary schools, is there not a continually increasing cost per student through the various grades, and if so, why?

A. There is. The cost over the whole United States of the common school system in the grades below the high school is between twenty-five and thirty dollars per student. In the high schools it is in excess of fifty dollars per student. In the normals it is approximately a hundred and fifty dollars per student, and in universities it is about three hundred and thirty dollars per student.

Q. What is meant by the term "higher education," Doctor, in connection with the education in the University?

Mr. Hanger: We object to that on the same ground.

The Chair: The objection is sustained.

Q. What is the attitude of the University of Texas, its Regents, officers and faculty and so forth, towards the common schools, including the rural schools and the high schools of Texas?

Mr. Hanger: We object to that. The University is not charged with any—

The Chair: Judge Woods, what is there in the pleadings that makes that relevant?

Judge Woods: Just on the general principle that this is practically an examination into all the opportunities offered by the University, into its work as involved in the veto by which all its operations would have been suspended.

The Chair: Read the question again.

Judge Woods: The question was as to the attitude of the University, its Board of Regents, its faculty and its officers toward the common schools of the State of Texas.

Mr. Hanger: We object on the ground that it has never been assailed and it is not set forth in any of the articles of impeachment. It is not questioned here, and will not be.

The Chair: The objection is sustained.

Q. In addition to its work for the student, has the University of Texas been able to render valuable service to the public of other kinds?

A. It has; it renders conspicuous service to the public.

Q. In what way?

A. In various ways.

Q. How?

A. Through the Extension Department.

Senator Page: Mr. President, are we to sit here and listen to testimony of this kind? I think the Senate will take judicial cognizance of the truth of all those questions asked by the Board of Managers, without taking up time on it.

Judge Woods: I do not wish to consume the time of the Senate, but it has seemed to me that these are very pertinent questions, and I beg the pardon of the Senator from Bastrop if I seem to be delaying in any way the progress of the case, but I think the answers to the questions will be developed as having an important bearing.

Senator Page: I understand that the Board of Managers are actuated by a proper motive, but you might as well ask if all schools in Texas are not beneficial and if all churches are not beneficial; we know that they are, so why incur the record with questions of this kind? We will take judicial knowledge of the truth of the questions, and I do not see why the record should be incumbered with them?

Judge Woods: I submit it to the Chair.

The Chair: If there is an objection to any specific question, it will be ruled on at the time the objection is made.

Mr. Hanger: We object to the question.

Senator Bee: The adjourning hour is here. Of course, if the witness can be finished with before we adjourn—

Mr. Hanger (interrupting): We could not finish.

The Chair: Judge Woods, have you several other questions?

Judge Woods: Yes, sir, a few, not many.

Senator Bee: I move that we recess until 2 o'clock.

(Thereupon at 12 o'clock m., upon motion of Senator Bee, the Court of Impeachment recessed until 2 o'clock p. m.)

#### After Recess.

Friday, September 7, 1917.

#### Afternoon Session.

(Pursuant to adjournment for recess, the Court reconvened at 2:00 o'clock p. m. of the same day.)

The Chair: The Court will come to order.

Senator Bailey: Mr. President.

The Chair: The Senator from De Witt.

Senator Bailey: As there is not a quorum present, I move that the Court stand at ease until ten minutes past two.

The Chair: The Senator from De Witt moves that the Court stand at ease until ten minutes past two. Those in favor, say "Aye," those opposed, "No." The motion prevails, and the Court will stand at ease until ten minutes past two o'clock.

The Chair (At 2:10 p. m.): The Court will come to order. Proceed, gentlemen.

General Crane: The suggestion has been made, your Honor—

Mr. Manager Woods: Mr. President.

The Chair: Yes, sir.

Mr. Manager Woods: Just before recess it was assumed that I would have some other questions to ask the witness, but I have concluded that I will postpone them, and I would just like to make this statement, too, in connection therewith; I desire to disclaim any wish to introduce or to elicit any evidence that was improper, or that would not have a bearing upon the case at issue; and also I desire to disclaim any partisan feeling in regard to it, but merely an effort upon my part to elicit information which seemed to me to be worth while.

The Chair: Yes, I am sure that all understand it that way.

General Crane: Mr. President, there was just one question that I understand was overlooked.

The Chair: All right, General Crane.

Thereupon, the Proponents recalled

DR. R. E. VINSON,

who in answer to questions propounded, further testified as follows, to wit:

Direct Examination (resumed).

By General Crane.

Q. Doctor, you made the statement as to the number of students taught by each teacher and instructor—that is, the proportion, and I believe you figured it out—how much?

A. The average, 13.6.

Q. Thirteen and six-tenths?

A. To the teacher.

Q. To the teacher?

A. Yes, sir.

Q. Well, now, just explain that, if you please, so that the Senate may get a correct idea as to what you meant by those terms?

A. Well, that does not mean that each teacher in the University has only, or teaches only thirteen students.

Q. Yes?

A. In getting the actual average of the figures, those ought to be multiplied by five, which would give an average of about seventy students whom each teacher actually comes in contact with.

Q. Yes?

Senator Hudspeth: I didn't catch that statement, Doctor?

A. I say, in order to get the actual number of students with whom each teacher comes in contact, you would have to multiply those average figures which were given, by five, so as to get approximately seventy students out of the entire student body which each teacher instructs, on the average.

Q. I believe, no one has asked you, and it has never been stated, how many students the University had at the last term, the last session, last year?

A. Yes, that was stated, 4620 altogether.

Mr. Hanger: Yes, sir, that is right—4620.

The Chair: Now, Dr. Vinson, I have some questions that were sent up here by members of the Court. I will read them to you, and you can answer these before the cross-examination: Question by Senator Dayton: Did Mr. Allen, at the time he requested you to resign, or at any other time, tell you or give you

to understand that if you resigned you would be reinstated after the University bill had been approved by the Governor?

A. Mr. Allen?

The Chair: Yes, sir.

A. No, he did not.

The Chair: All right. These two questions by Senator Woodward: First, what percentage of the students of the University come from the Texas schools?

A. (Referring to papers.) I have not that information, Mr. President, as to the percentage from the Texas schools. It could be very easily worked out from our catalogue.

Senator Bee: We cannot hear the witness, Mr. President.

General Crane: These Senators did not hear you, Doctor.

The Chair: The Senators on the outskirts say they did not hear you.

A. I say, I have not the information available here as to the students that come from the Texas schools, I can tell how many came from Texas itself.

Senator Hudspeth: That is the question I would like to have answered.

Senator Dayton: That is the question I sent up to ask.

A. Is that the question?

The Chair: I have that question in another form.

A. In the session of 1915-1916, in the Main University, there were 2340 students from the various counties in Texas; and from Texas itself, as a whole—well, altogether there were ninety-four students in the University who came from other States and countries than Texas, out of the total attendance, at the Main University that year. And in the Medical Department there were 245 from Texas and twenty-one from other States and countries.

Senator Henderson: That was in the Medical Department?

A. In the Medical Department—245 from Texas and twenty-one from other States and countries. In the Main University, ninety-four from other States and countries, and 2340 from Texas.

The Chair: All right, Doctor, here is a second question by Senator Woodward: Do students entered in the University from other States pay any tuition or fees not paid by students from Texas?

A. They do not, they pay the



same fee which is paid by Texas students.

The Chair: A question by Senator Henderson, which practically has been answered.

Senator Henderson: Yes, sir, I just withdraw that question, Mr. President, because it has already been answered.

The Chair: All right. Question by Mr. Bee: How many students of the University entered the Officers' Training Camp at Leon Springs?

A. There were something over 400 of them during the last session who made application for entrance into the Leon Springs Camp. I think, as well as I remember, that 315 of them were accepted in the Camp.

The Chair: All right, gentlemen, proceed with the witness.

General Crane: Mr. President, may I ask one or two other questions that these questions have suggested?

The Chair: Yes, sir.

Q. (By General Crane, resuming): Doctor, let me ask you what, in your opinion, would be the effect, or what would have been the effect of the entire defeat of the appropriation bill as vetoed by the Governor?

Mr. Hanger: That was asked this morning, I think, Mr. President, and I object to it.

General Crane: I did not ask it.

Mr. Hanger: And I understood that the objection was sustained to that question propounded by the Managers, that that was not covered by an allegation.

General Crane: No, I did not.

The Chair: That is the recollection of the Chair, I think the question was in different form this morning.

Mr. Hanger: Possibly so. We think it is inadmissible and is not covered by any charge.

General Crane: We think it is directly admissible under the charge that the effect of the veto was to destroy the University and prevent it from accomplishing or performing its constitutional functions, if the witness answers—a certain way.

The Chair: The Chair thinks it is admissible under the allegations of Article 15.

Mr. Hanger: Well, we are not—of course, we do not desire to take issue, we only desire to make this suggestion: according to my recol-

lection, the allegation here is that he had the constitutional right or legal right, I believe it is denominated, of veto, but that the offense consisted in refusing to reconvene the Legislature.

The Chair: The Chair was of that impression until he read the charge.

Mr. Hanger: Well, possibly so.

The Chair: I do not think that is a correct construction of the charge.

General Crane: Now, read the question, Mr. Reporter—I have really forgotten its exact terms.

(The reporter thereupon read the question as follows, to wit):

Q. Doctor, let me ask you, what, in your opinion, would be the effect, or would have been the effect of the entire defeat of the appropriation bill?

Mr. Hanger: We think that is a question that any man's opinion is just as good as another one's on, and that this does not call for an expert opinion, we object to it on that ground—that it is purely a matter of opinion.

The Chair: Well, that might be, but it will go to the weight of the testimony, probably.

Q. All right, Doctor?

A. My opinion is that the University would have been closed for the two years.

Q. Well, now, what would have been the difficulties, if any, in reorganizing it and getting the student body in attendance the third year, and the faculty as well?

A. Well, it would have meant, of course, that the faculty would have been disbanded, and it practically would have amounted to the same thing as recreating the University as at the beginning.

Q. Yes? That is all, Doctor.

The Chair (to counsel for Respondent): Take the witness.

#### Cross Examination

By Mr. Hanger.

Q. Doctor, the figures you read just now—ninety-four from out of the State—

A. (Witness starts to refer to paper.)

Q. No, I will quote them, I think, correctly—well, you had better look—and the number from the State, in the State University, did you say, 2340?

A. Yes, sir. That counts only resident students. Senator.

Q. Yes. Now, in making up the 2340, then, that, is made up of long term students, correspondence students and summer school students?

A. And the Medical Department students.

Q. And the Medical Department students?

A. Yes, sir.

Q. Well, I didn't know that?

A. Yes.

Q. Now, that is the total attendance throughout the year?

A. Yes, sir.

Q. Matriculation, I should say?

A. Yes, sir.

Q. Throughout the year, in the Medical Department, the summer school, the correspondence school, and the students at the main University?

A. Yes—yes.

Q. The total number that attend regularly, the average attendance at the main University, is somewhere around 2400 or 2500?

A. Somewhere in that neighborhood.

Q. Yes?

A. The total number of individual matriculations in the long session of the main University last year was 2619.

Q. Yes. That is—that is the total number of matriculations, leaving out the summer school and the correspondence school?

A. Yes, sir.

Q. Now, in the correspondence school they do not attend here, but remain at their respective residences?

A. Yes, sir.

Q. Places of residence?

A. Yes, sir.

Q. And take the courses by correspondence?

A. Yes.

Q. Now, this average of thirteen and six per cent, I believe you stated—

A. Thirteen and six-tenths.

Q. Six-tenths—six-tenths per cent?

A. Yes, sir.

Q. Of students per teacher, is arrived at, is it, by dividing the total number of students by the total number of teachers?

A. It is based on the long session students.

Q. Yes?

A. Yes, based only on that.

Q. Well, you have 310 professors, associate professors, adjunct pro-

fessors, student assistants, and tutors in the main University, haven't you?

A. Approximately, yes.

Q. Yes. Now, Doctor, this paper,—a Senator suggests, does that include—that does not include the Medical Department?

A. No, sir.

Q. The 302 are at the main University out here?

A. At the main University, yes.

Q. Yes. This paper that I have here, omitting the marks on the back, which I have put on, is the budget—which you presented to the Board of Regents at their Galveston meeting in July, isn't it?

A. I haven't seen it.

Q. Well, I exhibited it to you before?

A. Yes, sir—yes.

Q. It is the same one?

A. Yes.

Q. That is it (paper to witness)?

A. Yes, sir, that is the budget for the next year.

Q. Yes, I mean that?

A. Not for the last year.

Q. For the year 1917-18, of course?

A. Yes, sir.

Q. The proposed budget that you submitted to the Board of Regents in July, 1917, for the school year of 1917?

A. Yes, sir.

Q. Now, General Crane asked you this morning about two of those professors against whom complaints were made—just to complete the questioning with reference to all of them, he asked you about Judge Cofer and Dr. Mather?

A. Yes.

Q. You stated that they were capable men, men against whom you had never heard anything in any way to disqualify them from teaching, either mentally or morally, or any other way?

A. No, sir.

Q. That is true of all of them, is it?

A. So far as my own knowledge goes it is, yes,—yes.

Q. Well, you were asked this morning about what you had—if you had ever heard anything of that kind, that would disqualify them. Doesn't that extend to all of them?

A. I qualified that statement this morning not by saying that I had never heard anything that would disqualify them from being teachers, because I said there were various opinions.

Q. Oh, I see—I see.

A. Yes, sir.

Q. Now, did you know that Dr. Ellis was engaged in outside work of an extensive character?

A. Not since I have been President of the University, no.

Q. He has not?

A. He has not.

Q. He has not?

A. No, sir.

Q. Did you stop that, along with others?

A. No, I did not.

Q. Well, did you recommend that it be stopped. I mean?

A. No, I did not—because it wasn't being done—

Q. Oh, I see.

A. —at the time I came in.

Q. Well, now, Doctor, you mean to say by that, of course, that so far as you know, he has not—

A. Yes.

Q. —engaged in that?

A. Certainly.

Q. If he has, why, it was without your knowledge, and contrary to the representations that have come to you, or that have been made to you,—that is what you mean by that?

A. Yes, I mean so far as my own knowledge goes he has never been engaged in outside work.

Q. I see—you have not inquired about it, but your opinion has been that he has not, that is what you mean?

A. Yes, sir.

Q. Yes? Now, when you became President on—at the April meeting, 1916—

A. July 1st.

Q. And you took office on the first day of July—

A. Yes, sir.

Q. —1916?

A. Yes, sir.

Q. Did you think it was proper for Dr. Ellis to engage in these outside activities, Dr. Vinson?

A. I thought so under the action of the Board of Regents of the University.

Q. If they—

A. Which had given him permission to do that work.

Q. To the extent it was done?

A. I have here the action of the Board, if you will permit me to read it—a certified copy.

Q. That is the one that has been heretofore read, in which it was stated that he must not interfere with the architects?

A. I do not know whether it has been read or not.

Q. Let me see it, please, sir?

General Crane: No, it has not been read in this case.

Mr. Hanger: No, that is true, that is the difficulty. (Reading.)

"The Board received a complaint from the Texas Association of Architects to the effect that Dr. A. Caswell Ellis has been engaged in the service of furnishing plans of school buildings as regards sanitation, heating and ventilation, and interfering with architects. After reading the letter of complaint, and after hearing from Dr. Ellis on the subject the Board adopted a resolution to the effect that as a matter of public policy it would be inexpedient for Dr. Ellis to solicit employment as an expert on school buildings, though he is at liberty to accept employment when requested to do so, and that in such employment he shall refrain from making any suggestion as to architects. President Mezes was asked to notify Dr. Ellis and the Association of the action taken."

Q. Now, that does not seem to be dated, you don't know what the date of that was?

A. No. It was during Dr. Mezes' administration, I don't know when that was.

Q. We do not want to look at anything that does not concern us (referring to Dr. Vinson's file of papers). Oh, Doctor Vinson, this—you said, or told General Crane this morning, about who loaned or advanced the money before—on these traveling expenses, before your administration began. That was discovered by you as a result of your investigation?

A. Yes, sir.

Q. You were not cognizant of that yourself?

A. You mean—

Q. I say, you were not present, were not a member of the faculty, not connected with the University?

A. No, sir.

Q. The only way you know that is what other people told you?

A. Yes.

Q. All you know about the conduct of the Co-Operative Society before your connection with the University, is what Dr. Mather and these other gentlemen connected with it told you?

A. Yes.

Q. The only way you know anything about those other incidents complained of, is what these other gentlemen told you when the matter came to your attention and you investigated it?

A. Certainly.

Q. Yes. These books that you read the statement about this morning, and that you kindly gave us a copy of, there are about thirty of them—twenty-nine to be exact—authors of these books?

A. Yes, sir.

Q. About forty-nine different productions?

A. Approximately so; I haven't counted them.

Q. Well, I have counted them, and I might have made a mistake, but I think that is right?

A. Yes, sir, approximately.

Q. Now, these are not all books, are they?

A. They are all books, but not all used in the University there.

Q. No. no. Now, where it says "Outlines" of something, is there any signature to that—in the use of the word "Outline," does that mean that it is the book, or is not?

A. Oh, no, not at all. Those are all publications.

Q. Well, now, they are not all bound, are they?

A. No, sir.

Q. Some of these questions, these publications that are denominated as "Questions" here, are mimeograph sheets of questions or suggestions, aren't they?

A. I think not. All those are publications, printed matter.

Q. Printed matter?

A. Yes, sir, in the form of pamphlets, or in books.

Q. I see, I see?

A. Yes.

Q. Well, do they change these pamphlets? For instance, some of these that are used in the Law Department, they are not all books, are they, some of them are pamphlets?

A. Those in the Law Department, I think, are all books.

Q. Are you sure of that?

A. I am not—I say, I think so; I haven't examined all of them, but I think they are all books.

Q. Yes, I understand—that is the qualification you put there?

A. Yes, sir.

Q. That is your opinion, or, rather, your best judgment?

A. Yes, sir.

Q. Now, do they change them from year to year, or are they the same?

A. No, they go all along at the same time.

Q. All the time?

A. Yes, sir.

Q. Now, they are all sold through the Co-operative Society?

A. Yes, as all other books in the University are.

Q. Yes. They are all of necessity sold at a profit?

A. I presume so.

Q. Yes, the Co-operative Association is now engaged in building a rather commodious and pretentious building, isn't it?

A. Yes, sir.

Q. A good building?

A. A good building.

Q. Now, Doctor, on the day of the parade—or, by the way, what day was that—the 28th day of May?

A. Of the parade?

Q. Yes?

A. No, it must have been before that—I don't remember the exact date of that.

Mr. Hanger: I thought it had been established here the 28th; maybe I am wrong.

A. I haven't testified to it.

Mr. Hanger: No, I know you haven't, but I thought that was correct.

Mr. Harris: The 28th is right, the 28th of May.

Mr. Hanger: Is that right, the 28th of May?

Mr. Harris: Yes.

Q. The 28th day of May, then, there is no dispute about it,—the 28th day of May. What day of the week was that, do you remember?

A. It was on Monday, I think.

Q. Well, was that during the examination period of the University?

A. No, sir.

Q. The final examinations, had they occurred, or were they yet to occur?

A. They were yet to occur.

Q. When did they begin?

A. They began shortly after that; that was just about the end of the spring term.

Q. Well, I was just going to ask, weren't they to begin on Monday, some examinations?

A. They had not begun that day, I think, I won't be certain of that, I haven't established that point; the classes were still in operation.



Q. Yes, but it was practically about the time, really about the time of beginning the final examinations?

A. Approximately so, yes.

Q. In which all of the students have to participate?

A. Yes, sir.

Q. The final examinations?

A. Yes, sir.

Q. You were called up at home?

A. Yes, sir.

Q. For permission?

A. Yes.

Q. That request came on Sunday, the day before?

A. Yes, sir.

Q. By a member of a committee appointed for that purpose?

A. Yes.

Q. Had the students held a meeting before that, as you understood it, and had appointed this committee to request of you this permission?

A. Not that the students had met and appointed any such committee, no.

Q. Well, what was it a committee from?

A. That wasn't—just simply a self-appointed committee, so far as I know.

Q. Well, that is all right?

A. Yes.

Q. I just wanted to know where the committee derived its power. It was a self-appointed committee. Do you know who called you?

A. One—I was called by one young lady and, if my memory serves me correctly, by one man.

Q. One man?

A. Yes.

Q. That is all right, that is what I meant, instead of the names?

A. Yes.

Q. I didn't want their names in the record?

A. Yes.

Q. Now, that was some time Sunday?

A. Yes, Sunday night.

Q. Sunday night? All right.

A. Yes, sir.

Q. And on Monday morning they assembled on the campus?

A. Yes, sir.

Q. How far from your office?

A. I think about—Oh, I don't know the distance, perhaps two or three hundred feet from my office.

Q. Within sight of your office?

A. Would have been if it hadn't been for some bushes between me and them.

Q. I see. You could not see them?

A. No, I could not see them.

Q. Did you look to see?

A. I made no effort to see them.

Q. You are sure that from that place where the mass meeting assembled, that the students were not observable from your window?

A. Oh, I wouldn't say that, that they were not observable; I might have, if I had made a special effort to do it, might have seen them.

Q. Oh, I don't mean that, I am not asking whether they were in plain view, but whether the view was considerably obstructed?

A. Well, I don't know, I made no effort to see at all.

Q. I see. Did you hear them out there?

A. Oh, yes, certainly, I heard them.

Q. You did not pay any attention at the time they were assembled there, except to hear the noise of the music?

A. That was all, yes, sir—any more than I have done on other similar occasions.

Q. Now, you did not notice them when they started to march away?

A. I heard nothing except the military companies of the students march by the office on their way down town.

Q. Yes. Did you know they were starting down town?

A. I did not.

Q. Well, did you understand that they were going to present this petition, about which they asked you, or did they ask you, tell you they wanted to present a petition?

A. They did.

Q. To the Regents?

A. Yes, sir—that is, those who telephoned me, they did, yes, sir.

Q. Yes, yes, of course. Now, you assumed, did you not, that when they marched by on the way down town, they were starting to present their petition to the Board of Regents?

A. I did, yes.

Q. You knew where they were meeting?

A. Yes, sir.

Q. I mean, you knew where the Regents were meeting?

A. I knew where they were called to meet.

Q. That is what I mean, you understood from the members where they were to meet?

A. Yes, sir.

Q. Where they were announced to meet?

A. Yes, sir.

Q. So, that the students marched by, on their way down town, and you

then understood, or assumed, rather, that they were then starting to the Capitol to present these resolutions which they had adopted?

A. I did.

Q. If they had adopted some?

A. I did.

Q. Of course, you not being present, did not know whether they had or not?

A. No.

Q. Did you see them as they went by?

A. I did not.

Q. You remained at your office?

A. Yes, sir, I did.

Q. You did not come down yourself?

A. No, sir, I did not.

Q. Now, you heard, after a lapse of some period of time, that the Regents were coming out to meet at the Regents' room that afternoon?

A. Yes, sir.

Q. Did you, in the meantime, receive a request from the students, or from anyone in authority in the Students' Association, to extend the period of time you had granted them before?

A. No, I gave them that permission that morning, the first thing that morning.

Q. How much time had they asked for?

A. They asked for one hour.

Q. And the next morning they asked for two hours?

A. The next morning they asked for two hours, and I gave them two hours.

Q. Now, did they telephone to you again?

A. Yes, sir, they telephoned me early that morning and asked for another hour, which I granted.

Q. Did they tell you they would not have time to make the presentation of the resolution?

A. Yes, sir.

Q. And go to the place of meeting of the Board of Regents and present those resolutions, unless they had more than an hour?

A. Yes, they told me they were coming in a body to present those resolutions to the Board, and I gave them one hour to do it, and I gave them permission.

Q. Yes, and they thought one hour would not be sufficient, and they asked you for another hour, and you granted it?

A. Yes, sir.

Q. Yes. Now, when the students passed by, starting down town, did they come nearer to your office than they were when they were meeting, or just about the same distance away, or what—how was that?

A. Yes, they came nearer, they came right by my office—as a matter of fact, they came down the main right-hand drive from the University, it comes right by the Library Building, in which my office is.

Q. I believe you said—well, I think you stated to General Crane, I am not sure—did you see the banners?

A. I did not.

Q. I thought you said you did not?

A. No, sir, I never have seen them.

Q. No? You know Dr. Ellis's handwriting, don't you?

A. I think I could identify it, yes, sir.

Q. That is it, isn't it (paper to witness)?

A. I think so, yes.

General Crane: Let's see it.

Mr. Hanger: Well, I am not offering this just yet.

Q. That is his handwriting, isn't it (another paper to witness)?

A. Yes, sir.

Senator Bee: What is that?

Mr. Hanger: I am just identifying the handwriting, Senator.

Senator Bee: Of whom?

Mr. Hanger: Dr. A. Caswell Ellis.

Q. This is his handwriting, isn't it (another paper to witness)?

A. I think so.

Q. And this (another paper to witness)?

A. I think so.

Q. This is his handwriting, isn't it (another paper to witness)?

A. I think so.

Q. Just a moment. This is his handwriting (another paper to witness)?

A. Yes, sir.

Q. And this (another paper to witness)?

A. No, I think not—that is not.

Q. You do not believe it is?

A. No, sir.

Q. That is not the same writing?

A. No, sir.

Q. This is (another paper to witness)?

A. That is.

Q. And that is (another paper to witness)?

A. Yes, sir.

Q. And that is (another paper to witness)?

A. Yes, sir.

Q. And that is (another paper to witness)?

A. Yes, sir.

General Crane: Mr. President, I suggest that I think, that in order for the Court to get the benefit of it and for us to get the benefit of it, that counsel should give the Court reporters the date of the instruments and the persons to whom addressed.

Mr. Hanger: Well, they are not introduced yet, and to tell the truth, I haven't read them over, all of them, and I do not know whether they are admissible or not—and I didn't want to encumber the record; there are two of these that are not admissible.

Q. That is (another paper to the witness)?

A. Yes, sir.

Q. That seems to be (another paper to the witness)?

A. Yes, sir.

Q. And that is (another paper to the witness)?

A. Yes, sir.

Mr. Hanger: They will have to be gone through very carefully to avoid the matter of dates, General, and for that reason I would not want to attempt to offer them.

Q. It is your intention to recommend the reinstating one—the reinstating of all of these men who have been dismissed from the faculty?

General Crane: Mr. Chairman, I do not believe that is relevant.

Q. By the Board of Regents, I should say?

General Crane: As to what Dr. Vinson might find it his duty to do after a thorough examination and investigation of the facts, and after an examination of all the charges that were made against, or evidence against the one man or the other, it seems to me he should not be expected to answer here in this tribunal; there is certainly nothing in the pleadings to justify it. The question is, what has Governor Ferguson done, not what Dr. Vinson proposes to do.

Mr. Hanger: They have stated these dismissals were without cause, and stated the dismissals of them were without cause. Now, we want

to find out if the Doctor is not going to put them all back; it might be there is some cause, and for that reason we are entitled to all the information we can get on these gentlemen who have been dismissed without cause, and that is the reason we insist upon it.

General Crane: Now, the proposition is this, Your Honor, that they can meet that by showing that there was cause at that date known to the Governor, upon which he insisted, that those men were dismissed. We say that they were dismissed without any cause stated, and without any information, which I might state, if the Senator has any information now, it was not in the possession of the Governor at that time—or, at least, he never communicated it to the Board, and now if they say they confronted the Board with cause, we are willing to hear that.

Mr. Hanger: If there has been something come up that the General knows about, as he indicates, I think he ought to state it.

General Crane: I would, I would cheerfully tell it; I know of nothing disqualifying either of these gentlemen; I take great pleasure in stating that I know they are scholars and gentlemen, and if there is any information that has come to him since the Board met, then I think that it ought to be presented to Dr. Vinson and let him have a chance and an opportunity to examine it before he is asked what his conclusion is upon the entire subject.

Q. Have you any information since that time, Doctor, that ought to be investigated?

A. Have I had information?

Q. Yes, that ought to be investigated?

A. I have had things suggested to me which I think I ought to go into, certainly.

Q. Yes, that refers to things except those not inquired about by General Crane?

A. Oh, well, I made my statement this morning covering them all, so far as my knowledge is concerned, so far as it goes, I made it comprehensive.

Q. Yes, I know, so far as your knowledge goes?

A. Yes, sir.

Q. But now, leaving those two gentlemen out, Dr. Cofer and Dr. Mather, and taking up those—I only

ask you that because he omitted it, and I think there must be some answer here, he omitted it, considering those he did not inquire about this morning—

Mr. Harris: He inquired about all of them.

Q. No, I am asking about those—he asked specifically about Dr. Mather and Dr. Cofer.

General Crane: I beg your pardon—about all of them, except two or three of them specifically, and he answered about all of them.

Mr. Hanger: All right, maybe I am mistaken.

Q. Some letters pertain to some of those other than Dr. Cofer and Dr. Mather. Do you intend to investigate those, is that what you intend to do?

A. I intend to do in this case as I always do: if I hear any rumor affecting the character and standing of any member of the faculty of the Texas University, I intend to make a full and thorough investigation of it.

Q. Yes, that is proper?

A. Certainly. I do that with any man.

Q. And that before they are reinstated?

A. Certainly, certainly.

Q. Now, Doctor, do you take the position, if I may ask this question, that the School of Journalism is a proper function of the University, and should be continued?

A. 'I most certainly do, yes.'

Q. You are in favor of continuing the School of Journalism at the University?

A. I am, absolutely.

Q. And Mr. Mayes in charge thereof?

A. Well, that is a different proposition. Those are two questions.

Q. Is that an investigation you expect to make?

A. I expect to make an investigation of any rumors that may reach me with reference to any man.

Q. Just one other matter. The system in the University has been changed so that you have now what is called a Stenographic Bureau, so that stenographers will be available to all the members of the faculty needing them?

A. Yes.

Q. Now, that is the reason for the appearance in the budget of the

item under the head of Stenographic Bureau, that is true, isn't it?

A. It was my intention—

Q. That is true, roughly stated?

A. Yes, roughly so, yes.

Q. Yes, that is to say that while heretofore some members of the faculty who have needed a stenographer have not had them available because they are not provided for in the appropriation bill?

A. Yes, sir.

Q. You now have organized a stenographic bureau so that they will be available to each professor, each man connected with the school and having stenographic work to do, as he needs it and as he demands it?

A. No, it has not been done yet, Senator.

Q. Well, that is the intention, I mean?

A. It is in contemplation to do that.

Q. That is what I mean.

A. Yes.

Q. That is what is intended by this item in the budget?

A. Yes, exactly, yes.

Q. Now, you have compiled, have you not, Doctor, a statement showing the total amount expended by the University, or for the University, I mean, during the thirty-five years of its existence?

A. Yes, sir.

Q. In round figures and amounts, the total amount expended, for the main University—that is, the University out here, for all purposes out here, excluding the Medical Department at Galveston, is \$5,600,000.00, is that right?

A. (Referring to data). I think your answer is approximately correct.

Q. My question, you mean, my question, instead of answer.

A. Yes, sir, I mean it is the same thing.

Q. Yes.

A. I just want to get the exact figures. The expenditures—total expenditures at the main University since 1881, down to 1916 were \$5,687,297.09.

Q. Yes. Yes, all right. Now, the total spent there in the two years preceding that statement—that is, in the years 1915 and 1916 at the main University, the first two years of Governor Ferguson's administration as Governor of this State, was \$1,200,000.00, in round figures?

A. Approximately so.



Q. Yes. And that one million two hundred thousand dollars, approximately, is figured in the five million six hundred and eight-seven thousand?

A. Yes.

Q. Yes?

A. Yes.

Q. Just a moment. (Counsel for Respondent confer privately.)

Mr. Hanger: That is all.

Re-direct Examination  
By General Crane.

Q. One moment, Doctor. Do you know anything against those professors that were dismissed by the Board of Regents, or refused to be re-elected, that would disqualify them from holding the positions that they formerly occupied?

A. I do not.

Q. Do you invite opposing counsel or Governor Ferguson or any one else to present to you anything or any evidence, that would tend to disqualify them, for your consideration in the future?

A. I most certainly do, yes, sir, anybody.

Q. Yes, sir, anybody—that includes the whole world?

A. Yes, sir.

Q. Now, Doctor, Mr. Hanger asked you about the difference in the appropriations made in certain years?

A. Yes, sir.

Q. State whether the cost of the University now and during your administration per capita of the student is greater or less or the same as that during the years that he inquired about.

A. It is approximately the same, General. The cost per student in the period referred to by Senator Hanger was—well, taking the three, four years from 1913 to 1916, was \$227.09 at the main University per student. And at the main University and Medical Department together the cost was \$238.26.

Q. Yes, sir?

A. This last year, 1915, to 1916; we have not been able, of course, to make up the figures for 1916 to 1917, but for 1915 to 1916 the instruction cost at the University, that is, exclusive of permanent improvement, which of course, are chargeable year by year, but the instruction cost was \$219.26.

Q. Now, did the other charge—

A. And the other charge, altogether, the total expenditures of the

University were about \$276.00 per student.

Q. Yes?

A. Including the Medical Department and all permanent improvements.

Q. Has the cost of operating the University during the years mentioned increased in proportion to the increase of the tax rate during the same period?

A. The cost has gone down.

Q. The cost has gone down rather than gone up?

A. The per student cost has gone down virtually from the beginning. I have here the figures throughout the history of the University, of the student cost, figured up in five year periods.

Q. All right, Doctor, we would be glad to have them?

A. I would be glad to give them.

Q. All right.

A. The per student cost of the first five years of the life of the University was \$254.39; the per student cost in the second five-year period, was \$201.99; for the third five-year period it was \$201.77; for the fourth five-year period it was \$192.64; for the fifth period, \$169.93; for the next period, \$179.14; for the next, \$238.26; and an average annual per student cost per long session student of the University of Texas is \$197.28. Those figures always, of course, exclusive of the permanent improvements.

Q. Yes?

A. If the permanent improvements are taken into consideration the average annual per student cost of the University of Texas from 1881 to 1916 is \$244.22 according to the figures taken from the books of the State Comptroller.

Q. Yes. What about the salaries of professors, Doctor, covering the period since the organization of the University—have they increased or diminished or remained the same?

A. The salaries of full professors in the University of Texas for the first three years of its existence, beginning back at 1885 is where my figures start, the average full professorial salary was \$3,857.

Q. Three thousand eight hundred and fifty-seven dollars, did you say?

A. Yes, \$3,857. Today—that is, in 1915 to 1916, the average full professor's salary in the University of Texas is \$3,092; in other words it is less. Of associate professors the average salary at the beginning was

\$2,667; last year it was \$2,281, that is lower still. For adjunct professors, the first period that we had adjunct professors was in 1890, the adjunct professorial salary was \$2,000; in 1915 to 1916 it was \$1,883. Those are the figures.

Q. Yes?

A. The only increase in salaries that there has been in the University at all from the beginning is in the salary of instructors; the average salary of instructors at the beginning was \$1,200—in 1885 to 1886; in 1915 to 1916 it was \$1,326.

Q. Have you examined at any time the increase in the appropriation bills passed by the Texas Legislature from 1883, the year of the establishment of the University, until now?

A. Only in a very cursory manner, just enough to assure myself that those appropriations have increased—

Mr. Hanger: Well, they show for themselves.

A. —of course, as the sum total of the University has increased.

Q. Yes, sir.

Mr. Hanger: They show for themselves, Mr. President.

General Crane: I insist on the answer to the question, whether the increase in the appropriations for the support of the State Government have increased in at least as great a ratio as the increase in the appropriations to the University.

A. My observation is—

Mr. Hanger: It is a matter of calculation.

General Crane: I know, but we want somebody to make the calculation, Mr. President.

Mr. Hanger: We object to it, it is a matter of calculation; the bills show for themselves.

General Crane: (To the witness.) Have you the figures there, Doctor?

The Witness: I have not, General.

The Chair: The objection is—Since the witness hasn't the figures, I think the objection is probably well taken anyhow.

Mr. Hanger: How is that, I did not understand the ruling of the Chair?

The Chair: I think the objection is well taken.

Mr. Hanger: Yes, sir.

The Chair: These are matters of public record.

General Crane: Well, we can make the calculations. That is all, Doctor.

The Chair: I have some questions which have been sent up. This question by Hudspeth: "How many students attended the University of Texas—the Main University, not including what is commonly called correspondence students," that is, for last year (addressing Senator Hudspeth), was it, Senator Hudspeth—the past year?

Senator Hudspeth: How is that, sir?

The Chair: How many attended the University—that means this last year?

Senator Hudspeth: Last year? No, 1917.

The Chair: 1917?

Senator Hudspeth: Not including what is commonly known as correspondence students.

The Witness: Not including the correspondence students?

Senator Hudspeth: Yes, sir.

The Witness: The actual number of individual students—individual registrations in the Main University—that eliminates all duplicates of every sort whatsoever, twenty-six hundred nineteen,—I am quoting from the catalogue, and in the Main University and Medical Department, twenty-nine hundred and eighty-eight. The summer school had individual students fifteen hundred and thirty-five in the summer school last year.

Senator Hudspeth: Doctor, how many was that?

The Witness: Well, in the summer school, eliminating the duplicates, the individual students were 1,477 last year; the number of correspondence students last year, net, was 554.

General Crane: Doctor, pardon me, but was the Senator's question for 1917 or 1916?

Senator Hudspeth: 1917.

The Witness: 1916 to 1917, that is the catalogue from which I am reading, of this last session.

General Crane: Yes, I see.

The Chair: All right, Doctor Vinson, I have some other questions here. (Reading):

"What is the average monthly cost for the education of each student?"—by Senator Bee.

The Witness: The average monthly cost? I would recommend—

Senator Bee: I believe you stated it was two hundred and some odd dollars for the session in one year and another figure for the year before. I just wanted to get the general average by the month.

The Witness: I would have to figure that, Senator.

Senator Bee: For a five-year period.

The Witness: Yes, that was figured in five-year periods. Well, the average for the whole University is \$244; divide that by twelve and you get it.

Senator Bee: I didn't understand, Mr. President, that that was the five-year average; I thought it was last year.

The Witness: No, that is the average for the whole life of the University, Senator, from 1881, 1883 rather, when the available fund first began to produce, down to the present date.

Senator Bee: Yes, I understand.

The Chair: This other question by Senator Bee. (Reading): "Do the figures \$5,600,000 include the available University fund?"

The Witness: Yes, sir, it includes all the resources of the University, for the Main University.

The Chair: The next question (reading): "What books written by University professors are not used in the University?"

The Witness: Well, I couldn't answer that—I can't answer it off-hand.

The Chair: That is by Senator Bee, also.

The Witness: I will have to look up that information. The most of the books that are on this list, I think, are used in one way or another in the University—either as texts or as collateral reading.

The Chair: Any other questions, gentlemen? Oh, there is one other question I have here, Doctor (reading): "Is it the practice at the University for the faculty to dismiss or discharge a professor or other instructor without giving him a hearing?"

The Witness: For the faculty?

The Chair: That is the way the question is framed by Senator Dayton. He meant the Board of Regents, didn't you, Senator?

Senator Dayton: Yes, the Board of Regents.

The Chair: The board of Regents.

The Witness: No, not without

giving a man a hearing, unless such a case should come up as where a man would not want a hearing—the case might be so clear. Oftentimes the President himself secures a resignation of a member of the faculty by simply going to him and presenting to him the situation as he sees it, and either asking for his resignation or having his resignation offered. But the Board of Regents provides for this matter by the appointment of a committee which is known as the Committee on Complaints and Grievances, and whenever charges are made against a member of the faculty, it is the custom for the President, in co-operation with the Committee on Complaints and Grievances of the Board, to make the investigation and such recommendation to the Board as may be necessary. Now, the investigation by the Committee on Complaints and Grievances may take the place of a Board Investigation. But no such case as that has come up during my own tenure of office, so that I can only testify out of my general knowledge on that.

The Chair: Any other questions, gentlemen?

Senator Henderson: I have a question. (Question is sent up to the Chair.)

Senator Hudspeth: I would suggest to the Chair that the Senator from Dallas would perhaps like to know something further about the School of Journalism.

The Chair: The Senator from Dallas has not asked any questions; he has been exceedingly good. (Laughter.) Here is a question by Senator Henderson (reading): "Did the authors of the books referred to as being taught in the University derive any profit from the sale of their books; and if so, can you say what the profit is?"

The Witness: Yes, some of them derive profit from them. I heard from one member of the faculty just the other day that he had derived a profit of \$19.62, I think, from some books which he had written, which he sent in as a donation to the University and asked me to present it to the Board of Regents. Other cases of that sort, the rule is that the profits derived from any book accrue to the particular school in the University to which this member of the faculty may belong; and

in other cases, where royalties are paid on books, the professor puts the money in his pocket, as he has a perfect right to do, in my judgment.

The Chair: Any further questions, gentlemen?

Senator Lattimore: I have a question, Mr. President.

(Senator Lattimore sends up a question to the Chair.)

The Chair: A question by Senator Lattimore. (Reading): "Is the appropriation bill which was vetoed more liberal towards the University than the one approved two years ago, taking into consideration the natural increase in attendance; if so, how, and if not, why not?"

The Witness: The appropriation bill vetoed was made upon the basis of a budget submitted by the Board of Regents which was formulated on the basis of the actual expenditures of the University for the session then current—the session of 1916 and 1917. It carried with it an addition to the actual amount of the expenditures of that session as already appropriated by the Board, to the extent of five per cent of the total amount then being expended for salaries, as a contingent salaries fund, and ten per cent of the total amount then being spent in other departments of the budget, under the head of Schools and Laboratories and Current Expenses, and the Department of Extension, etc., which simply was intended to enable the University for the next two years to pay its running expenses out of the legislative appropriation, which has never yet been done in the history of the University of Texas. And the budget now presented—recommended to the Board, and adopted, if carried out, will for the first time in the history of the University pay the running expenses of the University out of funds which have been appropriated out of the general revenue and which are properly chargeable to the general revenue.

The Chair: Any further questions, gentlemen?

General Crane: That is all, sir.

Mr. Hanger: That is all.

The Chair: Stand aside, Dr. Vinson. Have the next witness called, gentlemen.

Mr. Harris: Call Mr. Sterling.

The Proponents called

R. S. STERLING,

who, being sworn by the Chair, as follows: "You do solemnly swear that the evidence you give upon this hearing by the Senate of Texas of impeachment charges against James E. Ferguson shall be the truth, the whole truth and nothing but the truth, so help you God," testified as follows:

Direct Examination.  
By Mr. Harris.

Q. State your name.

A. R. S. Sterling.

Q. What is your present business, Mr. Sterling?

A. Well, I am in the oil business and lumber business.

Q. In what capacity are you in the oil business?

A. President of the Humble Oil and Refining Company.

Q. What is your position with the lumber company.

A. I am president—

Senator Hudspeth: Louder, please. We don't hear the questions or the answers.

Q. Of what lumber company are you president?

A. The Dayton Mills.

Q. How long have you been connected with it?

A. Since its organization.

Q. What position do you hold with them?

A. I am president of the Dayton Mills at the present time.

Q. For the benefit of the gentlemen who didn't hear, what position do you hold with the Humble Oil Refining Company?

A. President.

Q. Did the lumber company of which you are president buy some land from Mr. Ferguson and Mr. Mansfield a few years ago?

A. Well, the company the Dayton Lumber Company succeeded bought the land.

Q. What connection did you have with the company at that time?

A. I was president of it at that time.

Q. How many acres of land did you buy?

A. In the neighborhood of thirty-two hundred acres.

Q. At the time you purchased the land was there any question as to the title to any of the land?

Mr. Hanger: We do not see the



materiality of this, Mr. President—an inquiry into a transaction between Governor Ferguson and Mr. Sterling and the Dayton Lumber Company and Mr. Sterling. We object to it because it is not relevant to any article of impeachment here presented.

Mr. Harris: Your honor, we expect to prove that the account called the James E. Ferguson Account Special, which had a balance of sixteen thousand dollars on August 23, 1915, was in truth an escrow account which the Governor had no right to use at that time and did not for some two years—well, it has not been distributed yet. To make myself plain, there was some land—

Senator Hudspeth: Mr. Harris, we can't hear you.

Mr. Harris: I will speak louder.

The Chair: Mr. Sergeant-at-Arms, preserve order. If the people can't be quiet, remove them.

Mr. Harris: Mr. Ferguson and Mr. Mansfield several years ago claimed title to some thirty-two hundred acres of land which they sold to the lumber company of which this gentleman was president. At the time it was sold we expect to show that there was a cloud on the title; there were some parties claiming to own seventeen hundred acres of it, and therefore it became necessary and the parties did make an escrow agreement by which the money paid by the lumber company would not be paid to Mr. Mansfield and Mr. Ferguson, but would be deposited in bank to remain until the litigation was disposed of, at which time it would be distributed according to the respective rights of the parties; if the title to the land was lost it would go back to the lumber company; if the title was not lost it would go to Ferguson and Mansfield, and we want to prove that on August 23, 1915, and since that date Governor Ferguson had no right to use any part of that money to pay his debts. The materiality of that is that on August 23, 1915, Governor Ferguson's personal account was \$30.50, as I remember.

The Chair: Where?

Mr. Harris: In the bank at Temple. He had an account called "Special," which would appear to be his money, out of which the fifty-six hundred dollars could be paid. We want to prove that it was not available to him at that time and he had no money in the bank out of which it

could be paid except the account of James E. Ferguson, Governor. That is the extent to which it is material in this inquiry.

Mr. Hanger: Now, the only place that that has ever been mentioned—the only connection in which that testimony or that fact has ever been mentioned was, they had Mr. Blum come here as their witness and produce here on the witness stand three accounts: James E. Ferguson, Governor; James E. Ferguson, Personal; and James E. Ferguson, Special. There has been nobody testified yet that there was any direction to pay this out of a fund of sixteen thousand dollars or any other special account there. There has been nobody claimed here that it was to be paid out of that, and besides that, if there was an agreement to put this fund in escrow and it was in writing it would be the best evidence.

Mr. Harris: We are going to produce it.

The Chair: I suppose it would be proper to lead up to the inquiry. The contract itself would have to be proved if in writing.

Mr. Hanger: Certainly, but I only threw that suggestion in as an additional objection. It is not made the basis of any charge here; this transaction is not even mentioned in any article of impeachment here. There has been no claim here about the use of any special fund to pay any item of fifty-six hundred dollars. There isn't any sort of claim made here, that makes this transaction admissible in any way and it cannot be admissible, Mr. President, if I may say with entire respect to the gentlemen who offer it, except they may find some circumstance connected with it, some circumstance connected with the transaction, that somebody might find cause to criticize the conduct of the matter in a prejudicial manner,—not to illuminate the evidence with reference to any article of impeachment here—not an explanatory fact of any charge laid against the Governor here—not a single thing said about it in the pleadings—not a word said about it, your Honor. I may stray outside of the record far enough to say that questions were asked about it in the House and not enough thought of it to embrace it in an article of impeachment here, and I ask nobody to consider that if it is improper; I think it is not, because I believe that the investigation having taken place there it is

not improper' to state it here, but if it is I withdraw that statement.

Mr. Harris: Will you state what the Governor admitted about that question in the House?

Mr. Hanger: Well, whatever the Governor did say about it there you didn't think enough of it and the Board of Managers for whom you speak did not think enough of it to even mention it in your articles of impeachment, and therefore you really seek to prove a prejudicial fact.

Mr. Harris: You say I didn't think enough of it? You are mistaken.

Mr. Hanger: Well, then, you were overruled, if you could not impress your views on your associates and make them put it in.

Mr. Harris: I didn't attempt to impress my views on them.

The Chair: Let's have order.

Mr. Hanger: Counsel says that it was his view and I assume that he sought to have it incorporated, and it was not. Then it is not a subject of inquiry here—still another attempt to go outside of the charges they have made here and introduce what they think to be prejudicial facts on an issue not made, on a charge not laid, on a transaction that this High Court of Impeachment is not called upon to consider by the Board of Managers or the House of Representatives for which they speak. We object to the testimony.

General Crane: Mr. President, just one statement—

The Chair: I think the presiding officer is ready to rule.

General Crane: All right, sir.

The Chair: The evidence is believed by the Chair to be material and relevant as showing that the Governor, the Respondent, had no fund other than that of James E. Ferguson, Governor, in the Temple State Bank on the 23d of August, 1915, from which this fifty-six hundred dollars might be paid, and the objection is overruled.

Q. At the time you purchased this land—

Mr. Harris: Senator, I want to make this statement: You said we were trying to get in prejudicial matter. I state to you that as far as this—

Mr. Hanger (Interrupting): Well, the Chair has ruled.

Mr. Harris: Well, I am going to be heard this time. I can shorten this testimony about thirty or forty minutes. All I want is to show that that

fund was not available on August 23, 1915, and the Governor had no right to use it. If they admit, I will stop right here. I am trying to show my good faith. I will have to go into the evidence unless they make that admission.

Mr. Hanger: If they want to try this transaction, we announce ready for trial.

The Chair: Proceed, Mr. Harris.

Q. At the time you purchased it was there any question about the title to any of that land—any adverse claims?

A. Yes, sir, there was the Shattuck claim—Shattuck locations.

Q. How many acres did that involve?

A. About seventeen hundred acres.

Q. I see. How much did you pay for all this land?

A. Forty-eight thousand dollars.

Q. Forty-eight thousand dollars?

A. Yes, sir.

Q. How was it paid?

A. How was it paid?

Q. How was it paid and to be paid?

A. Why, the initial payment was eight thousand dollars—that is, the original contract of deed was drawn.

The Chair: Speak a little louder.

A. Eight thousand dollars cash and there was eight thousand each year.

Q. Five payments?

A. Five payments.

Q. Represented by bonds?

A. Yes, sir.

Q. I see. Did you make any agreement with reference to this adverse claim that was outstanding with Governor Ferguson?

A. Yes, sir.

Q. That contract, I believe the original is in the possession of Mr. Mansfield, or in your possession?

A. Why, I have the original deed and contract.

Q. You have the original contract and deed?

A. Yes, sir.

Q. Was there ever an agreement made that any part of that money, forty-eight thousand dollars, was to be put in escrow for any purpose?

A. Half of it was put in escrow. The notes were deposited in the Lumbermen's National Bank in escrow and twenty-four thousand was paid to the order of Mr. Ferguson—the Governor.

Q. Until when was it to be put in escrow?

A. Until the title was cleared.

Q. Was the title cleared on August 23, 1915—had the litigation been settled then?

A. No, sir, I think the litigation was not settled until some time in 1916 or 1917.

Q. The first payment you made, did you receive from Governor Ferguson any receipt with reference to it?

A. Well, the first payment was cash.

Q. I mean the first payment on the escrow?

A. On the escrow, yes, sir.

Q. Did you receive the receipt from him personally?

A. No, sir, we received the receipt from the bank.

Q. Didn't he send you another receipt prior to that that you did not accept, that was personal in its nature?

A. Well, I am not sure about that. The money was sent from the mill at Dayton.

Q. The receipt was received from the bank?

A. Yes, sir.

Q. Did you ever ask the Governor in reference to the account and in whose name it was deposited in the bank?

A. Yes, sir.

Q. When did you ask him?

A. I asked him about a year—about the time the money was being deposited on the twenty-four thousand dollars; it may have been about a year and a half after the original trade was made.

Q. What did he state?

A. I asked him how did the bank treat it on their books, and he said, "Dayton Lumber Company, Special."

Q. Did the Governor have any right to use that money or any part of it until the close of the litigation?

Mr. Hanger: We object to that. The Chair: The objection is sustained.

Q. Well, did you ever give him your consent to use any part of it?

A. No, sir.

Q. Have you any correspondence in reference to this matter?

A. Yes, sir.

Q. May I see it? (Witness hands papers to counsel.) Let me see the

original contract, too. Have you the original contract?

A. Yes, it is all connected there.

Q. Which is the original contract? Mark it. How much did you pay into this escrow fund?

A. Twenty-four thousand dollars.

Q. Was the claim to any of the land decided adversely to the rights of the Lumber Company and of Mr. Ferguson—Governor Ferguson?

A. We lost, I think it was, 511 acres, or something like that.

A. Have you ever secured an accounting from him in settlement?

A. No, sir.

Q. Is this a copy of your letter written to Governor Ferguson on March 7, 1912?

A. Yes, sir.

Mr. Harris: We offer this letter in evidence.

Mr. Hanger: Let's see it.

Mr. Harris: Yes, I forgot you hadn't seen it.

Mr. Hanger: There is no objection.

Mr. Harris: We offer a carbon copy of a letter written to Mr. James E. Ferguson. (Reads):

"3/7/1912.

"Mr. James E. Ferguson, President Temple State Bank, Temple, Texas.

"Dear Sir: Enclosed herewith please find cashier's check for \$2,000. This money to be held in escrow by your bank, to apply on Vendor Lien Note No. 1, given you by the Dayton Lumber Company, and maturing on August 1st, 1912.

"Kindly send receipt to Dayton Lumber Company, and oblige."

Q. Was this letter received by you from Mr. Ferguson?

A. Yes, sir.

Mr. Harris: Want to see it, Senator? I beg your pardon—I started to read it without offering it to you.

Mr. Hanger: That's all right.

Mr. Harris: This is a letter dated Temple, Texas, January 9, 1914, from James E. Ferguson. (Reads):

"Temple, Texas, Jan. 9, 1914.

"Dayton Lumber Company, Dayton, Texas.

"Gentlemen: It appears that your favor of December 11th has not been answered. This will acknowledge receipt of the \$2,000 on deposit in the Temple State Bank under the terms of the contract between yourselves and our Mr. Ferguson.

"Your attention is also called to

the fact that the deposits for November and December have not been made. Please give the matter your early attention."

Senator Bee: How is that signed?

A. "James E. Ferguson, Pt."

Q. Did you receive this letter from Governor Ferguson?

A. Yes, sir.

Mr. Harris: Have you any objection? (Handing letter to Mr. Hanger.)

Mr. Hanger: Not a bit.

Mr. Harris: April 21, 1915. We offer a letter from Governor James E. Ferguson to the Dayton Lumber Company. (Reads):

Austin, Texas, April 21, 1915.  
Dayton Lumber Company,  
Dayton, Texas.

Gentlemen: I am in receipt of your favor of April 16th, notifying me that you had deposited \$2000 in the Temple State Bank under the terms of the purchase of timber from me heretofore. I thank you for this action, and I assume that you will make similar deposits each month hereafter.

Yours truly,  
Jas. E. Ferguson.

Q. What was the nature of those deposits—under what agreement or understanding—so the Senators may understand it?

A. We were cutting timber, and as we were cutting timber on the land we were to deposit \$2000 per month.

Q. Had you previously had a contract just depositing the bonds in escrow?

A. Yes, sir, the bonds were deposited in the Lumbermen's National Bank and the money to be held in escrow in the Temple State Bank.

Q. But if you cut timber you were to put the money in escrow?

A. Yes, sir.

Q. Did you receive this letter from the Cashier of the Temple State Bank?

A. Yes, sir.

Mr. Harris: Senator—

Mr. Hanger: Go on.

Mr. Harris: A letter from the Cashier of the Temple State Bank—

Mr. Hanger (interrupting.): Let's see it. I thought you said from the Governor.

Senator Bee: We would like to

have the signatures read each time and the character—description.

Mr. Harris: Yes, I will do that. I will go back to the other, for I didn't do it. The first letter I read from the Governor had "Pt." under it—is that correct, Senator?

Mr. Hanger: Yes, sir, meaning "President."

Mr. Harris: We next introduce a letter dated May 28, 1915, written to the Dayton Lumber Company by C. A. Hughes, Cashier. (Reads.):

Temple State Bank,  
Temple, Texas, May 28, 1915.

Dayton Lumber Co., Dayton, Texas.

Gentlemen: This will own receipt of your letter of 22nd enclosing Houston exchange for \$2000. The same has been placed in a special account, same as before.

Further complying with your request, we have notified Mr. Ferguson of Austin.

Yours truly,  
C. A. Hughes, Cashier.

Q. Is this a copy of letter you wrote the Temple State Bank on June 9, 1915?

A. Yes, sir.

Mr. Harris: We next introduce a carbon copy of a letter written by the Dayton Lumber Company to the Temple State Bank on June 9, 1915. (Reads.)

Dayton, Texas, June 19, 1915.

Temple State Bank,

Temple, Texas.

Gentlemen: We enclose Houston exchange for \$2000 and will ask that you apply same on Dayton Lumber Co.'s special account as you have heretofore done, acknowledging receipt direct to us, also to Gov. Ferguson.

Yours truly,

The Witness: That has no signature to it. It was written by A. E. Kerr, Secretary.

Mr. Harris: Senator, do you want to look at any of those letters? Some of them I didn't consider of any importance.

Mr. Hanger: All right.

Q. This is the contract you made?

A. Yes, sir.

Q. It is a copy?

A. That is a copy of the original contract. The original of it is here.



Q. This is a copy of the original contract?

A. Yes, sir.

Mr. Harris: I will have the original contract here with another witness.

Mr. Hanger: Do you want to read it?

Mr. Harris: Yes, sir.

Mr. Hanger: Subject to your comparing it, you may read it.

Mr. Harris: Probably I had better get the original.

Mr. Hanger: No, that is not necessary at all. I thought there might be some typographical errors, but you can just read that.

Mr. Harris: May I have the Reading Clerk read this? He is a better reader than I am.

The Chair: The Secretary will read the document.

Thereupon the Secretary read said contract, as follows:

The State of Texas,  
County of Harris.

Whereas, by deed of even date herewith Jas. E. Ferguson of Bell County, Texas, did sell and convey to Dayton Lumber Company of Liberty County, Texas, 3086 acres of land out of the Jose Delores Martinez Grant in Liberty County, Texas, and being parts of Leagues Numbers 6 and 9, and being in two tracts of land fully described in said deed, to which reference is here made for particular description, and whereas, as a consideration for said conveyance the said Dayton Lumber Company did execute and deliver six certain First Mortgage Bonds dated August 1, 1911, numbered from 1 to 6, inclusive, for the sum of eight thousand dollars (\$8,000) each, bearing six per cent interest per annum, payable annually on the 1st day of August, of the years 1912 to 1916, inclusive, with the exception of Bond No. 1 due Sept. 1st, 1915, all fully described in said deed to which reference is here made for description, and

Whereas, the title to a portion of said land conveyed in said deed is in dispute, and it is necessary to prosecute to termination a litigation now pending in order to perfect the title to said land. The part of said land title to which is in controversy, is described as follows:

Being three tracts of land:

First Tract: Being four hundred, ninety-eight and seven-tenths

(498.7) acres of land patented to Herman Pressler by timber deed recorded in Book 13 on page 540 of the deed records of Liberty County, Texas.

Second Tract: Being a six hundred and forty (640) acre tract patented to Herman Pressler by timber deed which is recorded in Book 13 on page 542 of the Deed Records of Liberty County, Texas.

Third Tract: Being a six hundred and forty (640) acre tract patented to Herman Pressler by timber deed which is recorded in Book 13 on page 543 of the Deed Records of Liberty County, Texas, and to all of which record, deeds, and pages, reference is here made for more particular description by metes and bounds of said three (3) tracts of land, and

Whereas, the said Dayton Lumber Company desires to withhold the delivery of three of said bonds, above described, until the title to the three above described tracts of land is successfully established against the parties claiming the said three tracts of land under what is known as the Shattuck Location title;

Now, therefore, it is agreed by and between the said Jas. E. Ferguson, grantor in the deed to said Dayton Lumber Company, and the said Dayton Lumber Company that said deed and this agreement are to be considered parts of the same contract and considered and construed together; that three of the above described and mentioned bonds for the sum of eight thousand dollars (\$8,000) each numbered from 4 to 6, inclusive, and due and payable on the 1st day of August of the years 1914 to 1916, inclusive, shall be deposited in the office of the Lumberman's National Bank of Houston, Texas, to be held by said Lumberman's National Bank for a period of three years from this date, unless sooner withdrawn by consent of the parties hereto; or unless delivered under the terms herein mentioned.

If the said Jas. E. Ferguson shall within said three years from this date perfect or cause to be perfected the title to said three tracts of land as against the parties claiming the same under the title which is generally known as the Shattuck Location Title, then the said Lumberman's National Bank is hereby duly authorized and empowered and required to deliver and turn over to the said Jas. E. Ferguson

the three first mortgage bonds above mentioned, and the said Jas. E. Ferguson agrees to use all diligence to perfect said title. If, however, the said Jas. E. Ferguson does not perfect the title to said three tracts of land above described as against the parties claiming the same under the title known as the Shattuck Location within said three years from this date, then, in said event, the said Lumberman's National Bank is authorized and empowered to return to the said Dayton Lumber Company the said three described bonds so deposited, and upon the delivery of said bonds to the order of said Dayton Lumber Company, the title to said three above described tracts of land shall be deemed to have never passed to said Dayton Lumber Company and shall become the property of the said Jas. E. Ferguson without the necessity of a further conveyance, and upon the failure of the said Dayton Lumber Company to accept the title to the said three tracts of land known as the Shattuck Location within said three years from this date or upon failure of the said Jas. E. Ferguson to perfect or cause to be perfected the title in the manner above stated to said three tracts of land within said three years from this date, then, in such event the title to said three tracts of land, above described and known as the Shattuck Location and included in the deed to the said Dayton Lumber Company shall be deemed never to have passed and shall immediately revert back to the said Jas. E. Ferguson and he shall at once without the necessity of any further conveyance become the owner of the said three tracts of land patented to Herman Pressler, above described; and the said Dayton Lumber Company in such event agrees and promises to execute and deliver to said Jas. E. Ferguson, his heirs or assigns a quit claim deed to said three tracts of land.

It is especially understood and agreed, however, that the said Dayton Lumber Company shall have the privilege at any time within said three years, from this date to cause said bonds to be delivered by the said Lumberman's National Bank of Houston, Texas, to the said Jas. E. Ferguson, should it, the said Dayton Lumber Company desire so to do, and in such event said deed, above described to the said Dayton Lumber Company shall become absolute, or in case said

Dayton Lumber Company should sell said 3086 acres of land or any part thereof, then said Lumberman is authorized and required to deliver said three bonds to said Jas. E. Ferguson and they then be payable according to their face and tenor.

It is agreed that in case the title to the three tracts of land above described as the Shattuck Location should not pass to the Dayton Lumber Company and the said Dayton Lumber Company should cut timber therefrom, then in such event the said Dayton Lumber Company agrees to pay for same so cut, two and 75-100 dollars per thousand feet for the pine and \$1.00 per thousand for the hardwood timber, and interest thereon at the rate of six per cent per annum until final settlement and the amounts due for said timber shall be secured by the moneys deposited and to be deposited for the purpose of paying off said bonds, which shall not have been applied on bonds 1 to 3, inclusive, shall stand and be secured by the terms and provisions of the deed of trust given to secure said bonds; and provided further, that no money shall be paid to said Jas. E. Ferguson, his heirs or assigns until the title to said three tracts of land, are perfected against said Shattuck Location, at which time he shall be entitled to receive said money, and in case it should be judicially determined that the said Jas. E. Ferguson, his heirs or assigns, does not own said 3 tracts of land then all of said moneys so deposited shall by said Temple State Bank refunded to said Dayton Lumber Company.

Witness my hand this.....day of September, 1911.

(Signed) Dayton Lumber Company.

By R. S. Sterling, President.

(Signed) Jas. E. Ferguson.

The Secretary: Do you want the acknowledgement read?

Mr. Harris: No, it is just the statutory acknowledgement.

Q. After the execution of that contract did your company and Mr. Ferguson and Mr. Mansfield enter into another contract with reference to the timber you were cutting?

A. Well, it was something like a year after that, I think, or perhaps two years.

Q. After the original contract?

A. Yes, sir.

Q. When you began to pay the money as you cut the timber. You say the title to over five hundred acres

was decided adversely to your claim and the claim of Governor Ferguson?

A. Yes, sir.

Q. Have you figured out what amount is due you from that escrow contract, or your company, by virtue of it?

A. Well, it would amount to something like seven thousand dollars, I believe.

Q. How much do you owe, if anything?

A. Well, we still owe some interest on the escrow money.

The Chair: Speak louder, Mr. Witness.

Q. Do you know the amount of it?

A. About fifty-five hundred dollars.

Q. Then there is about fifteen hundred dollars coming back to your company?

A. Well, there would be more than that in case—

Q. (Interrupting). Have you received it?

A. No, sir.

Q. Have you sought to get a settlement of this matter?

A. Why, I thought several times we had it practically settled. The Governor called on me some sixty days ago and I thought we had it arranged so we would take the land and the other parties recovering the land would give us a deed and take the money in escrow.

Q. Did the Governor tell you he had used that escrow money?

A. No, sir.

Q. Did you know that?

A. No, sir.

Q. On the first payments you made did you make any interest payments on those?

A. On the first three bonds?

Q. Yes, sir.

A. Yes, sir.

Q. Do you know the amount of interest paid?

A. Well, there was \$480 per year on each bond.

Q. Something over fourteen hundred dollars?

A. Yes, sir, something like that.

Q. This fund was to bear interest while it was in the bank?

A. Under the original agreement—

Q. (Interrupting). Well, there was a subsequent agreement?

A. Yes, sir.

Mr. Harris: We will produce that.

A. I have a copy, I think, of the subsequent agreement.

Q. Well, we had better produce the original?

A. Well, it is one of the originals I have.

Senator Bee: We can't hear him at all, Mr. President.

Mr. Harris: He says he has a copy of the subsequent agreement with reference to the escrow money.

A. I think I have one of the originals. I think there were three originals—three triplicate originals.

Q. Three triplicate originals?

A. Yes, sir.

Q. Will you identify it?

A. Yes, sir. That is it.

Q. By the way, before I get to that, did Governor Ferguson ever tell you whether Mr. Mansfield had any interest in this land or not?

A. Why, he did not tell me at the time I purchased it, but later on, I think some ten or eleven months later, Mansfield wrote me he had an interest in the land. I knew that Mr. Ferguson was representing some other heirs.

Q. You didn't know who they were?

A. No, sir, I didn't know at the time that Mansfield had an interest in it.

Mr. Harris: We introduce a copy of the subsequent contract with reference to this escrow money.

Mr. Hanger: What is it?

The Witness: It is a triplicate copy of the escrow contract with reference to this escrow money.

Mr. Harris: Mr. Clerk, will you help us again?

The Chair: The Clerk will read the instrument.

(Thereupon the Clerk read the instrument which is as follows:)

The State of Texas,  
County of Harris.

This memorandum of an agreement, made and entered into by and between the Temple State Bank, of Temple, Texas, and Dayton Lumber Company, of Liberty County, Texas, and H. P. Mansfield, of Harris County, Texas, witnesseth:

First: That the escrow money deposited in the Temple State Bank under a certain contract relating to the sale of timber to the Dayton Lumber Co. from James E. Ferguson on a part of the Martinez Leagues Nos. 6 and 9, in Liberty County, Texas, the original of which contract is held by the Lumberman's National

Bank, of Houston, Texas, being eight thousand (\$8000) shall bear interest at the rate of four and a half per cent per annum, provided the same shall remain in the said bank for ninety days or longer, and;

Second: All other escrow money that may be deposited in the said Temple State Bank under the agreement heretofore referred to and supplemental agreements relating thereto shall bear interest at the rate of four and a half per cent per annum for such time as it shall remain in the said bank, provided it remains there for ninety days or longer.

Witness our hands, this 21st day of September, A. D. 1914.

Temple State Bank,

By Jas. E. Ferguson, President.

Dayton Lumber Company,

By R. S. Sterling, President.

H. P. Mansfield.

#### Cross Examination

By Mr. Hanger.

Q. Mr. Sterling, there is now a suit pending in the District Court of Harris County, Mr. Mansfield, plaintiff, you and the Temple State Bank, and Governor Ferguson, and the Dayton Mills all parties defendant, about this matter, is there not?

A. Yes, sir.

Q. Do you know when that was filed—filed while the investigation was going on in the House?

A. I think that was filed about two weeks or three weeks ago.

Q. That is all.

#### Re-direct Examination

By Mr. Harris.

Q. It was only disclosed while the investigation in the House—that this fund had been used by the Governor—in his testimony?

A. Yes, sir.

Q. That is the first time you knew it?

A. Yes, sir.

Q. The first time Mr. Mansfield knew it, so far as you know?

A. Yes, sir.

Q. Then you filed suit—

A. I didn't file suit.

Q. Mansfield filed suit?

A. Yes, sir.

Q. Haven't you and Mr. Mansfield been trying for sometime to get a distribution of the money?

A. I hadn't made any effort to get a distribution, I was willing

enough, wrote the Governor several letters and told him I was ready any day, and any hour to make settlement.

Q. You had written him?

A. It wasn't my place to push settlement. I was ready to settle any time when they were ready to settle among themselves.

#### Re-cross Examination

By Mr. Hanger.

Q. You and the Governor talked about it?

A. We talked about it about ninety days ago.

Q. In Houston?

A. I think about ninety days ago.

Q. In which you announced a willingness and desire to settle?

A. Yes, sir.

Q. Settle the whole controversy?

A. Yes, sir.

Q. That's all.

The Chair: I have this question, Mr. Sterling, propounded by a Senator, and I will read the question to you? "Does the Lumber Company of which you are president have any interest in the escrow fund, and if so, how much?"

The Witness: Why, we do to the extent of 511 acres, I think; it would amount to the amount of money paid on 511 acres of land that we lost by the litigation, and I think it would be something like \$7000 or \$7500.

The Chair: Any further questions, gentlemen.

#### Re-cross Examination

By Mr. Hanger.

Q. You mean, whatever the interest to be deducted from that was?

A. Yes, sir.

Q. You owed about \$5,600 interest, something like that?

A. There would be something like two thousand dollars or twenty-five hundred dollars—

Q. It would be—

General Crane: Let him finish.

A. (Continuing.) I say there would be something like \$2,000 or \$2,500 coming back to the Lumber Company, that we had to pay, that is, deducting the amount of interest to be paid on this.

Q. It would be whatever the calculation on 511 acres would amount to after deducting the \$5,500 or \$5,600 interest?

A. Yes, sir.



Q. That is the way it would be arrived at?

A. Yes, sir.

Q. That is all.

The Chair: Stand aside, Mr. Sterling. Have the next witness called. Is Mr. Sterling excused now from further attendance on the Court?

Mr. Harris: Yes, sir.

The Proponents thereupon called

H. P. MANSFIELD,

who presented himself at the bar and was administered the following oath by the Chair:

"You do solemnly swear that the testimony that you shall give in the hearing of impeachment charges against James E. Ferguson, Governor, shall be the truth, the whole truth, and nothing but the truth, so help you God."

And who, upon questions propounded, testified as follows:

Direct Examination

By Mr. Harris.

Q. State your name to the Court.

A. My name is H. P. Mansfield.

Q. Where do you live, Mr. Mansfield?

A. I live at Houston.

Q. What is your business?

A. I have been in the land business and in oil speculation in oil lands and timber lands.

Q. Do you know Governor Ferguson?

A. I have known Governor Ferguson for twelve or fifteen years.

The Chair: A little louder, please.

Q. A little louder and I will try to speak a little louder, too.

A. I have known Governor Ferguson about twelve or fifteen years.

Q. Have you been associated with him in any business transactions?

A. One business transaction, yes, sir.

Q. What was that?

A. Joint ownership of a piece of land in Liberty County.

Q. How many acres?

A. About 3,260.

Q. Was that ever sold to anyone?

A. It was sold to the Dayton Lumber Company.

Q. With your consent?

A. Well, I don't know exactly at the making of the trade, but I ratified it.

Q. You ratified it afterwards?

A. Yes, sir.

Q. In whose name was the title at that time?

A. Held in the name of Governor Ferguson, James E. Ferguson.

Q. And you had a contract with him that disclosed your interest in it?

A. Yes, sir.

Q. Were there any adverse claimants against that land at the time it was sold?

A. Yes, sir.

Q. How many acres did it involve—that is the only material part?

A. Seventeen hundred and seventy some acres—1779. I think.

Q. Did you make any agreement with the Dayton Lumber Company that they would protect it with reference to that?

A. Not immediately upon selling to the Dayton Lumber Company, but shortly afterwards there was a suit brought asserting title to 1700 acres.

Q. When that was done, did you enter into a contract with reference to any of the bonds?

A. Yes, sir.

Q. Where were they to be deposited?

A. The original contract called for the bonds to be deposited at the Lumbermen's National Bank in Houston.

Q. For what purpose and to what end?

A. To be held by the bank pending this litigation.

Q. Did you afterwards make any subsequent agreement with reference to the payment by the Lumber Company when they began to get timber?

A. Yes, sir, Governor Ferguson and myself had a contract, a supplemental contract on the 4th day of May, 1912, if I remember correctly, is the date of that first supplemental contract.

Q. Have you that there?

A. Yes, sir.

Q. Will you locate that. The other contract to which you refer has been introduced in evidence—what was your interest in that land, under your agreement?

A. My interest in the land?

Mr. Hanger: Just read the contract, that discloses it.

Mr. Harris: I think the contract provided they would pool their in-

terests jointly and would proceed to secure outstanding titles.

Mr. Hanger: Let's read the contract.

A. (Continuing). Is it the desire that I read the contract

Q. Which contract have you there now?

A. I have the contract between Governor Ferguson and me of May the 4th, 1912.

Q. Have the reading clerk read it—that is, the next contract after the original escrow contract with reference to the bonds, is it not?

A. I think so.

The Chair: The Clerk will read:

(Thereupon the Clerk read the document as follows):

The State of Texas,  
County of Bell and  
County of Harris.

Whereas, Jas. E. Ferguson and H. P. Mansfield of said counties, and State, are interested in three certain first mortgage bonds or notes, for the sum of eight thousand dollars (\$8,000.00) each, executed by the Dayton Lumber Company, and payable to the order of said Jas. E. Ferguson; said bonds being given for part of the purchase money for certain lands situated in Liberty County, Texas, out of the J. T. Martinez Eleven League Grant, and

Whereas, The said bonds are now deposited with the Lumbermen's National Bank of Houston, Texas, subject to the terms of a contract between the said Jas. E. Ferguson and the said Dayton Lumber Company, reference being here made to said bonds and said contract for a more particular description of same, and

Whereas, The parties desire to enter into a disbursement agreement, as to the proceeds of said bonds when collected;

Now, Therefore, It is understood and agreed between the parties hereto that as soon as the said Lumbermen's National Bank would be required to deliver said bonds to the said Jas. E. Ferguson, under the terms of said deposit agreement, above referred to, that the said Lumbermen's National Bank, instead of delivering said bonds to the said Jas. E. Ferguson, shall deliver said bonds to the Temple State Bank of Temple, Texas, in escrow, and the receipt of the said Temple State Bank taken for same, and then said Temple State Bank shall be authorized and empowered to collect

said bonds and out of said collections, the said Temple State Bank shall disburse the same in the following manner:

There shall first be paid to the owner or holder of one certain note for the sum of twenty-five hundred, (\$2,500.00) dollars, executed by the said Jas. E. Ferguson, and payable to the order of H. P. Mansfield, attorney; said note being given in payment for the interest of the said Davis heirs in land purchased by the said Jas. E. Ferguson and in turn sold to the Dayton Lumber Company;

Second: There shall be paid to C. F. Stevens the sum of three thousand dollars (\$3,000.00) in full settlement of his attorneys fees and all his interest in said notes, and the land for which the same were given in payment.

After the payment of said twenty-five hundred dollars (\$2,500.00) note to H. P. Mansfield, and the payment of said three thousand dollars (\$3,000.00) to C. F. Stevens, it is agreed by and between the parties that the remaining balance of twenty-one thousand, five hundred dollars (\$21,500.00) and all accrued interest on said bonds which may be collected by said Temple State Bank, shall be owned by the following parties in the following proportion, that is to say:

Jas. E. Ferguson as assignee and agent, and attorney in fact for the Hardin heirs.	
has an interest of.....	\$4,625.00
H. P. Mansfield, individually,	
has an interest of.....	5,203.00
Jas. E. Ferguson has an interest of.....	5,203.00

leaving a remaining interest of thirty-four hundred, sixty-eight, and 75-100 (\$3,468.75) dollars, one-half of which amount the said Temple State Bank shall be authorized and required to pay over to the said Jas. E. Ferguson, when collected; the remaining one-half interest in said sum of thirty-four hundred, sixty-eight and 75-100 (\$3,468.75) dollars to remain on deposit in said Temple State Bank until the said Jas. E. Ferguson shall be relieved from liability on a possible claim as what is known as the Stearne heirs by all statutes of limitation, or otherwise. During which said time said sum shall remain on deposit in the Temple State Bank, said Temple State Bank shall pay interest thereon at the rate of four per cent per annum, and the said Jas. E. Ferguson agrees to pay in addition,

interest at the rate of two per cent per annum, and when the said Jas. E. Ferguson shall be relieved from said possible claims of said Stearne heirs by all statutes of limitation, the said Temple State Bank and said Jas. E. Ferguson agree to pay the said Mansfield said amount, together with all interest accrued thereon.

Whereas, Said three bonds above described, mature at different periods, and whereas, the Dayton Lumber Company, under certain options in said bonds, will make partial payments on same, it is agreed that the said Temple State Bank shall make proportionate disbursements of said funds as they are collected, according to the several proportions above mentioned; and should the said Dayton Lumber Company under said options pay the sum of two thousand dollars (\$2,000.00) then said two thousand dollars (\$2,000.00) shall be disbursed among the several parties owning an interest therein in the above named proportion.

It is agreed in case said Dayton Lumber Company shall fail to pay said twenty-four thousand dollars (\$24,000.00) of bonds, under the terms of said escrow agreement in said The Lumbermen's National Bank, that the land mentioned in said escrow agreement shall revert to and be owned by the parties mentioned herein in the respective propositions above mentioned.

It is further understood and agreed that the said Jas. E. Ferguson shall have and retain control of the litigation now pending in reference to the land sold to the said Dayton Lumber Company, which said litigation shall be prosecuted by the said Jas. E. Ferguson with reasonable dispatch, and the said Jas. E. Ferguson is hereby allowed to expend as much as two hundred and fifty dollars (\$250.00) at his discretion in the management of said litigation for the joint account of the said Jas. E. Ferguson and the said H. P. Mansfield, and if it should become necessary to make any expenditures exceeding two hundred and fifty dollars (\$250.00) it shall not be done without the consent of the said H. P. Mansfield; one-half of said sum so expended to be paid by each party.

The said H. P. Mansfield hereby ratifies and approves the sale made by the Dayton Lumber Company of 3200 acres of land, more or less out of the J. D. Martinez League in Liberty

County, Texas, for which the said above described bonds were given as part consideration: said sale being for the total consideration of forty-eight thousand dollars (\$48,000.00), which is by the said Mansfield in all things approved.

It is further agreed by and between the parties hereto that a certain contract entered into by them and dated on the 20th day of January, 1910, and acknowledged before T. Belden, a notary public in and for Harris County, Texas, shall remain in full force and effect, except as herein modified or changed.

Witness Our Hands this the 4th day of May, 1912.

(Signed) Jas. E. Ferguson,  
H. P. Mansfield.

Temple, Texas, May 4, A. D. 1912.

The Temple State Bank, Temple, Texas, does hereby agree to the above and foregoing contract between the said H. P. Mansfield and the said Jas. E. Ferguson, so far as it relates to it, the said Temple State Bank, and it accepts the duties and obligations incumbent upon it, under the terms of said contract, and agrees to perform the same as therein set forth.

Temple State Bank,  
By C. A. Hughes, Cashier.

I, C. F. Stevens, agree to accept the three thousand dollars (\$3,000.00) mentioned in the foregoing contract as my interest in said three bonds above described, and agree that same may be paid to me or my order as therein set forth.

(Signed) C. F. Stevens.

Q. At the time of that contract had the first three bonds been paid?

A. No, sir, I think not.

Q. What was the next contract entered into with reference to this matter?

A. I think there is a contract of corresponding date.

Q. There is a contract of corresponding date with that?

General Crane: Speak a little louder, please.

Q. Speaking of the contract of Governor Ferguson with the Temple State Bank?

A. There is a contract that Governor Ferguson made on the same day as the contract just read. This contract pertains to a deposit with the Temple State Bank of \$972.

Q.. Was that part of the escrow agreement?

A. That is part of the escrow, yes, sir.

Q. It is there, better get it in the record.

The Chair: The Secretary will read the instrument.

(Thereupon the Secretary of the Senate read the instrument as follows):

The State of Texas,  
County of Bell.

Whereas, under and by virtue of a certain contract entered into on the 20th day of January, A. D. 1910, by and between H. P. Mansfield and Jas. E. Ferguson, they were jointly interested in three certain notes for the sum of eight thousand (\$8,000) dollars each, executed by the Dayton Lumber Company, payable to Jas. E. Ferguson, and,

Whereas, the said Mansfield has, by transfer of even date, herewith transferred all his right, title and interest in and to said notes to the said Jas. E. Ferguson, and

Whereas, said Jas. E. Ferguson has agreed to deposit and has deposited in the Temple State Bank nine hundred and seventy-two (\$972) dollars to be held by the said Temple State Bank, and to be paid according to the terms and conditions hereinafter set forth, and,

Whereas, the Sterns heirs are asserting certain claims which are not recognized by either of the parties hereto, against the interest of the said Mansfield in and to said notes so transferred as aforesaid to the said Jas. E. Ferguson, by the said Mansfield, said money is so deposited in the Temple State Bank to protect the said James E. Ferguson against any and all claims that may be successfully asserted by the said Sterns heirs in and to said notes so transferred, it is

Therefore agreed between the parties hereto that the Temple State Bank shall hold the said sum of nine hundred and seventy-two (\$972) dollars in escrow, upon the following terms and conditions, to wit:

That the Temple State Bank shall pay said sum to H. P. Mansfield when all the claims of the Sterns heirs in and to said notes, and against said notes, and against the said Jas. E. Ferguson have

been barred by the statutes of limitation. But in the event that the said Sterns heirs shall successfully assert said claims against the said Jas. E. Ferguson, then, and in that event, said bank shall pay said sum to the said Jas. E. Ferguson.

Witness our hands this 4th day of May, A. D. 1912.

Jas. E. Ferguson.  
H. P. Mansfield.

The Temple State bank hereby acknowledges receipt of the above mentioned sum, to wit: nine hundred and seventy-two (\$972) dollars, and hereby agrees to hold the same in escrow and to pay the same out on the terms and conditions as fully set forth in the above and foregoing agreement between H. P. Mansfield on one part and Jas. E. Ferguson on the other, and to pay interest on the said sum from this date until paid in accordance with this agreement at the rate of four per centum per annum.

In testimony whereof the Temple State Bank has caused these presents to be executed by its cashier, attested by its cashier, and its corporate seal affixed this the 4th day of May, A. D. 1912.

Temple State Bank,

By C. A. Hughes, Cashier.

(Seal)

Attest:

....., Cashier.

If, under the terms of the foregoing contract, the Temple State Bank shall pay said sum of nine hundred and seventy-two (\$972) dollars, to the said H. P. Mansfield, I hereby agree to pay the said H. P. Mansfield two per cent interest per annum on said sum from this date until paid.

Witness my hand this the 4th day of May, A. D. 1912.

Jas. E. Ferguson.

Q. What of the Sterns heirs, did they establish their claims?

A. We compromised their suits with them; they brought suits.

Senator ———: Mr. President, we cannot hear the witness over here.

The Chair: Speak louder.

Q. What disposition was made of the claims made by the Stearns heirs referred to in that letter?

A. The Stearns heirs brought suit to recover, and Governor Ferguson and myself went to Liberty and



got a compromise in the suit, disbursing \$1000 as the total amount of the settlement in the Martinez claim.

Q. Who paid that money?

A. That was paid by draft, as I understood, given against Governor Ferguson—or against the bank at Temple.

Q. What was your next contract in reference to this matter?

A. In that connection, before passing from that Stearns claim, I wish to say that there were other lands and other moneys involved in those Stearns suits in which Governor Ferguson was interested and I not interested.

Q. I see.

A. Therefore, it was equitable to have proportioned this \$1000, as to the total amount which had been received by Governor Ferguson, on the total amount of land involved.

Q. And you and Governor Ferguson did agree upon that equitable division?

A. We agreed to make an equitable division.

Q. I see.

A. But never agreed on the dollars and cents.

Q. I see. Now, how much of that land did he own that you did not own, involved in that settlement, and how much did you own jointly?

Mr. Harris: Senator Hanger has a long-distance call, we will just wait until Senator Hanger returns.

Senator Suiter: Mr. Chairman—Mr. President, I move that the Court stand at ease for five minutes.

The Chair: Senator Suiter moves that the Court be at ease for five minutes. All in favor of the motion signify by saying "Aye," those opposed "No." The motion prevails and the Court will be at ease for five minutes.

(The Court resumed proceedings at 4:35 p. m.)

The Chair: The Court will come to order. Gentlemen, you will proceed.

Q. (Mr. Harris resuming): You were making a statement when we adjourned, I believe, Mr. Mansfield, I don't think that I remember the question as asked—

A. If the stenographer will read it—

Q. We were talking about the Stearns heirs, his proportionate part

of the land, and then you proceeded to make some statement in connection with that. I think—you stated you agreed on an equitable division, and I asked you the amount of land Governor Ferguson had individually, the amount of land you had jointly, or that you had, so that we can get some idea of what an equitable division would be?

A. I really cannot testify to the amount of land he had in those various deeds, because I don't know it.

Q. Well, what was mentioned in your contract?

A. But I do know that he received \$3600 in cash, that he received in other deals that he had negotiated.

Q. That you had no part or interest in?

A. That I had no part or interest in, that was realized by this settlement, this decree.

Q. What was your next contract, then, in reference to this matter?

A. Our next contract was under date of September 21, 1914.

Q. Who were the parties to that contract?

A. James E. Ferguson, R. S. Sterling and H. P. Mansfield.

The Chair: Mr. Sergeant-at-Arms, you will please preserve order in the Chamber.

Mr. Harris: We introduce that contract.

The Chair: Read the contract, Mr. Secretary.

Mr. Hanger: Is that the original?

Mr. Harris: That is the original, isn't it, Mr. Mansfield?

A. Yes, sir.

(The Secretary thereupon read the contract just above introduced, as follows, to wit:)

The State of Texas,  
County of Harris.

Whereas, The undersigned, James E. Ferguson and Dayton Lumber Company, entered into a certain contract with reference to the sale of timber on a part of the Martinez leagues Nos. Six and Nine, in Liberty County, Texas, in the year 1911, the original of which contract is now held by the Lumberman's National Bank, of Houston, Texas, along with three certain notes held by the said bank in escrow;

And whereas the said James E. Ferguson has been unable to settle

the questions of title referred to in the said contract, and the parties hereto desire an extension of time in which to perfect the said title:

Now, therefore, it is agreed by and between the parties hereto that the time for perfecting the said title shall be and is hereby extended to October 1, 1916, and the said contract is continued in full force and effect for the said purpose, and the said James E. Ferguson agrees to use his best endeavors to get the title finally settled in accordance with the said agreement within the time above limited.

Witness our hands, this the 21st day of September, A. D. 1914.

(Signed) Jas. E. Ferguson.

Dayton Lumber Company,

By (Signed) R. S. Sterling, President

I, H. P. Mansfield, having an interest in the contract described in the foregoing agreement, hereby consent to the extension and modifications contained in the foregoing agreement.

Witness my hand, this the 21st day of September, A. D. 1914.

(Signed) H. P. Mansfield.

Q. What is your next contract in reference to this matter?

A. It was a contract of the same date, executed the same date.

Q. Between what parties?

A. Between James E. Ferguson, Dayton Lumber Company and myself.

Mr. Harris: We introduce that in evidence, Senator.

Mr. Hanger: Yes.

Mr. Harris: We will introduce that, then, I didn't want to repeat it, I thought that was one we had.

The Witness: No, sir.

The Chair: The Secretary will read it.

(Thereupon, the Secretary read the contract just above introduced, as follows, to wit:)

The State of Texas,  
County of Harris.

This memorandum of an agreement, made and entered into by and between the Temple State Bank, of Temple, Texas, and Dayton Lumber Company, of Liberty County, Texas, and H. P. Mansfield, of Harris County, Texas, witnesseth:

First. That the escrow money deposited in the Temple State Bank under a certain contract relating to the

sale of timber to the Dayton Lumber Co. from James E. Ferguson on a part of the Martinez Leagues Nos. 6 and 9, in Liberty County, Texas, the original of which contract is held by the Lumberman's National Bank, of Houston, Texas, being eight thousand (\$8000) shall bear interest from this date, as long as it remains in said bank, at the rate of four and a half per cent per annum, provided the same shall remain in the said bank for ninety days or longer, and;

Second: All other escrow money that may be deposited in the said Temple State Bank under the agreement heretofore referred to and supplemental agreements relating thereto, shall bear interest at the rate of four and a half per cent per annum for such time as it shall remain in the said bank, provided it remains there for ninety days or longer.

Witness our hands, this 21st day of September, A. D. 1914.

Temple State Bank,

By (Signed) Jas. E. Ferguson,

President.

Dayton Lumber Company.

(Signed) By R. S. Sterling, President.

(Signed) H. P. Mansfield.

Q. What was your next contract, Mr. Mansfield?

A. The next contract bears the same date.

General Crane: Louder, please?

Q. Louder?

A. The next contract bears the same date, of September 21, 1914. But you had better read it, to see whether you attorneys regard it as material to the issue.

Mr. Harris: Do you want to look at it, Senator?

Mr. Hanger: When you get through.

Q. What is the next contract?

A. That is all.

The Chair: A little louder, please?

A. That is all, that is all of the written contracts.

Q. Wasn't there another with reference to that deposit in the Temple State Bank that has not been read?

A. I think not. You stated that you had read the original contract into the record.

Q. I read the original about the deposit of three bonds. Now, there

is another one about the Temple State Bank?

A. Well, that is all.

Q. Now, I think there is another one—

A. I think not, Mr. Harris, I don't know of any other contract.

Q. Well, what is that contract (indicating a paper)—that we have introduced?

A. Why it is a contract, that was the original contract between Governor Ferguson and myself.

Q. With reference to pooling your interests?

A. No, that is this contract right over here, with reference to pooling our interests, you have introduced that contract.

Q. Have you the contract where you settled respecting the amount of Mr. Stevens' fee?

Mr. Hanger: That has been read.

Q. What fee was Mr. Stevens paid for that service?

A. It was represented to me that Mr. Stevens had accepted and was—General Crane: Louder, please?

Q. A little louder?

A. It was represented to me that Mr. Stevens had accepted a \$6,000 fee.

Q. By whom was that represented?

A. Not—by Governor Ferguson.

Q. Have you a copy of the original contract?

A. I thought it was attached to these papers, but I didn't find it here; but my attorney, Mr. Kittrell, I think, has it—or you probably have.

Q. I see—Mr. Kittrell, I presume has it, ought to have a copy?

A. Yes, we have a copy of the contract executed by Governor Ferguson as of May 2, 1915. He has been waiting—Kittrell is in waiting.

Q. How much does that contract provide for compensation?

Mr. Hanger: Well, the contract stands for that.

Q. Did you settle with Governor Ferguson for the three notes, on the understood basis, of paying \$6,000?

A. Yes, sir, \$6,000 was deducted as my part of the fee.

Q. And you afterwards came into possession of that contract with Mr. Stevens?

A. Yes, sir.

Q. Did you talk to Mr. Stevens personally?

A. Yes, sir.

Mr. Hanger: We object to that.

Mr. Harris: Well, we will wait until we get the contract.

Q. Do you know that the interest on those three bonds had been paid by Mr. Sterling, of \$480 a year each?

A. Yes, sir.

Q. If so, when did you learn it?

A. I never learned that that interest had been paid on bonds numbers 1, 2 and 3, which I knew were provided for in the contract. I had previously settled with Governor Ferguson, and learned—he representing to me that the Dayton Lumber Company had never paid any interest, and I never learned that interest was paid until some months ago when I was checking up the whole matter.

Q. You settled your respective interests on the first three of these, as I understand?

A. On the representation that no interest had been paid.

Q. And you learned about four months ago that some three hundred dollars had been paid on those bonds?

A. Some \$1,300.

Q. And you also settled on the representation that he had paid Mr. Stevens \$6,000?

A. No, not that he had paid Mr. Stevens \$6,000.00, but that was taken from the bonds, one-half from Nos. 1, 2 and 3.

Q. And your settlement was on the representation that one-half of \$6,000.00 was deducted from your interest?

A. Not from my interest, but from the whole portion, a division was made.

Mr. Harris: We have not the original contract here, Mr. Kittrell does not seem to have it at this time, we will have to wait until that is produced.

Q. Now, did you ever give your consent for Governor Ferguson to use any part of this fund that was in the Temple State Bank, in escrow?

A. No, sir, never gave any consent, and never knew that it had been used by Governor Ferguson.

Q. Until what time?

A. Until the first evidence of it came up over in the House, in discussing the \$16,000.00 before the House.

Q. When?

A. Why, I then began to check up and take notice.

Q. When was that—whose testimony?

A. I don't remember whose testimony—I believe Governor Ferguson's testimony.

Q. Then, you instituted a suit to protect your interests as far as you could at that time, when you learned it?

A. I brought suit in Houston as soon as I had that information, yes, sir.

Q. Did you ever try to secure from Governor Ferguson a statement with reference to this account up there, to the effect that it was there, and—

Mr. Hanger (Interrupting): Well do not lead him.

Mr. Harris: I am not leading him.

Q. Did you ever have any conference with Governor Ferguson in reference to that matter during last year?

A. Personally, I had only one conference with Governor Ferguson after the final adjudication of the Dayton Lumber Company suit.

Q. Do you remember when that was?

A. That was last spring, either in May or in June, I wouldn't be positive which.

Q. May or June of 1917?

A. Yes, sir. I came over here for the purpose of meeting him and called on him at his office.

Q. Now, what occurred, what request did you make, and what, did he say?

A. I requested him to distribute the money and the Governor said that he had a good deal of business on hand right at that time.

The Chair: A little louder.

Q. A little louder.

A. The Governor said that he had a good deal of business on hand at that time, which I saw was true, as I had to wait several hours to see him; and that just as soon as he was on his vacation, got up to his farm, that we would make a computation of it, go through the expense items and we would adjudicate it equitably and disburse the money. When he reached the farm and I didn't hear anything from him, I called him up over the long distance telephone, I believe, a place called Clifton, and asked him if we couldn't get together and make a settlement. He said he had no time, and I then suggested to him that I had been waiting a long time for this money, and had waited quite a while after the litigation had been completed

in Liberty County. He said, "Well, I can't help it." And I said, "Well, Governor, you ought to help it." "Well," he said, "if you don't like it, just help yourself."

Q. Had you previously, through an attorney, been trying to get an adjustment in reference to this matter and a settlement in reference to it?

A. I had, Mr. Kittrell had done quite a lot of work; but it strikes me that it would be better for him to testify exactly what he has done.

Q. He was your attorney?

A. He was my attorney, has been for years, and had charge of this matter in making the original contracts.

Q. How much of this land did you lose finally, in the litigation?

A. We finally lost, if I remember correctly, 509 acres and seven-tenths; I am accurate, because engineering was my profession, I started in the world following engineering, and I assisted in making this final—

Q. (Interrupting): Then, you and Governor Ferguson were due an accounting with the Lumber Company for that number of acres? How much an acre?

A. Well, it is the proportion as 3,260 acres bears to \$48,000.00.

Q. The company owes you some interest, doesn't it—the lumber company?

A. As an offset against them, to a certain extent, they owe, I think, fifty-two hundred and some dollars interest.

Q. Yes?

A. Provided we deliver them all of the 3260 acres of land.

Q. After the Beaumont Court had decided against you, did the Governor make any statement to you in reference to that Court?

A. I think that while our case was pending—

Mr. Hanger: We think that comments of the Governor to someone else other than the Court do not bear upon the question that he attempted to coerce and influence the Court. If he criticised it to a private citizen, the Court—I do not know what the nature of the communication was—but the charge here is that he attempted to influence and coerce the Court in a matter in which he had an interest, and we think that a statement made to Mr. Mansfield is not material, on that allegation—of course, it could be only as to that one.

The Chair: What is the purpose of the question?



Mr. Harris: We expect to show, if your Honor please, that the Governor did not write privately to this Court that made the decision that is attacked, that after they had decided this matter adversely to them, and before the matters were finally disposed of, that he wrote them a letter arguing the merits of the case, and complaining of their decision, and telling them of the effect of it, and the danger of it, and in connection with that we want to prove what he said to this man about them, and to show his attitude towards them, and his view of them. I think if the witness would give you the answer, it would be the best way to have it—you would have to have that answer to rule on it, you will have to have that answer and I wouldn't want him to state it now, and I wouldn't want to state it now, I can't state it correctly and accurately.

The Chair: The witness will come to the desk and state the answer.

(The witness thereupon stepped up to the President's desk; and after a discussion with the Chair, out of the hearing of the rest of the Court, the Chair said:)

The Chair: The Presiding Officer will admit any part of the statement that showed that the Governor, the respondent, regarded the members of the Court as under obligation to him, and no other part of the statement, unless called for by counsel for respondent.

Mr. Harris: Well, did you indicate to the witness the part that he could state?

The Chair: Yes.

Q. You may state to the Court the part the Chair indicated you could state?

A. Well, I don't know that I could quote the exact language, it was some months since then, a year or more, but he said they were ingrates—

A Senator: Louder.

Q. A little louder, please?

A. He said that they were ingrates, and that they—

The Chair: (Interrupting.) Now, that is the part of the statement that the Chair admits.

Q. I see. He said they were ingrates? You were discussing the decision of that Court?

A. Yes, sir.

Q. In regard to this land that you and the Governor owned?

A. Yes, sir.

Q. That is all, I believe. Is there any other fact in reference to that?

A. No, sir.

Mr. Harris (to Mr. Hanger): That's all, Senator.

#### Cross Examination

By Mr. Hanger.

Q. Mr. Mansfield, did you not pledge your interest in this Dayton Lumber Company land and fund to the Houston National Exchange Bank?

A. I did, as a general—procuring a general line of credit.

The Chair: A little louder, please.

Q. Does that pledge exist yet?

A. No, sir, that pledge does not exist.

Q. When was it discharged?

A. On the delivery of all those original papers to me, something like a month ago.

Q. A month ago?

A. Yes, sir.

Q. Just about the time the suit was filed?

A. I think so, just previous to that.

Q. Yes, just previous to the time the suit was filed you came back into possession of these papers that you exhibited here?

A. I came back into possession of them as the sole owner.

Q. Yes, I understand.

A. Yes.

Q. Have you paid the bank?

A. No, sir.

Q. The obligation of \$6200 that you owed them?

A. I did not owe them \$6200; I owed them less than that and I—

Q. (Interrupting.) Well, whatever amount—

Mr. Harris: Just let him finish the answer.

Mr. Hanger: Certainly.

A. I made no payment to the bank. Mr. Fox told me, "You have plenty of other collateral here, I am satisfied, and I am a friend to each of you, and I propose to be neutral in the matter."

Q. I understand. At that time—

A. (Interrupting.) And in this connection, at no time while seeking this settlement from Governor Ferguson did I ever ask that the payment be made except through this Houston Exchange National Bank, first, last and always. It was known

that that was the bank that I did my business with, and I requested that it be done through that bank.

Q. You did not ask for any payment to be made to you?

A. No, sir, never expected it.

Q. —or to your attorney?

A. Never expected it, because I did not want to carry that much currency.

Q. Did you authorize your attorney to state to the Governor here on the occasion of your visit to carry back the entire obligation to the Houston National Exchange Bank?

A. Not a word of it.

Q. Didn't tell him that?

A. Not a word of it.

Q. If he made that statement it was not correct?

A. No, I did not make it.

Q. No, I didn't ask you that

A. Oh, I thought you asked me if I made it.

Q. No, I didn't ask you that. That was not correct. You did not pay the obligation at that time?

A. No, sir. I have for years had a line of credit in that bank, and I don't remember the time when I didn't owe them something.

Q. Now, Mr. Mansfield, these papers here were in the possession of the Houston Exchange National Bank, were they?

A. They were there part of the time. Sometimes they would be handed over to me. I think when I came up here to Austin to try to make the settlement they were handed over to me.

Q. I see.

A. And they, when Mr. Kittrell went away, they were accustomed to hand any papers I might have there over to me.

Q. But when you went back to Houston you turned the papers back to the bank?

A. I don't think they have been turned over recently.

Q. Well, you said you only got them back a month ago?

A. I said something like a month ago.

Q. Something like a month ago, and just before you brought the suit?

A. Well, I say now, that I may be clearly understood, that I sometimes took them back when I had them and other times I did not.

Q. Yes, you have said that.

A. Yes.

Q. But what I mean to say is, they were just turned over to you by the Houston National Exchange Bank just before you brought this suit?

A. I wouldn't say it was "just before," because Mr. Kittrell had made one trip—two trips over here, and one to Temple, to try to get a settlement just previous to that.

Q. I see. You had hypothecated your interest to the bank in this transaction and in those papers, prior to this time?

A. I had hypothecated it along with other collateral and—

Q. Yes, yes; and this interest and this fund in this transaction is not now in any way pledged or hypothecated to the Houston National Exchange Bank?

A. Morally, yes.

Q. No, legally.

A. Legally, no.

Q. Morally, yes; but legally, no?

A. Morally, yes; but legally, no.

Q. Well, they are now—the interest in this fund is morally pledged to the Houston National Exchange Bank?

A. In this way, if I were to collect from any source what I owe my bank where I have a line of credit I would turn it in, and if I were so fortunate as to have this dug up for me I would certainly turn it in.

Q. Now, haven't you executed an agreement to the bank, which it now holds, covering your interest in this transaction?

A. I think it was twice conveyed to them; I think it was conveyed to them several years ago and afterwards.

Q. Well, won't you say yes or no?

A. There is in existence such an assignment.

Q. Did you execute it?

A. Why, certainly.

Q. Well, then, don't they hold it now?

A. Not as binding at all, no, sir.

Q. It is not binding?

A. No, sir.

Q. You are certain about that?

A. Well, Mr. Fox has never deceived me and he tells me—

Q. (Interrupting.) Well, will you say yes or no? Are you certain that it is not binding now on your interest in this fund?

A. I have Mr. Fox's word to that effect; that is my only information.

Q. You swear now that it is released as to this fund?

A. That assignment as put out as collateral has never been taken up and Mr. Fox delivered those papers to me and said, "I am going to be neutral; you go ahead and do what you want."

Q. Did he then expressly and specifically release this fund as your interest in this affair to you?

A. Not a word in writing, no, sir.

Q. Verbally?

A. Yes, sir.

Q. Verbally released it?

A. Yes, sir.

Q. Now, that was when he turned these papers over to you?

A. Yes, sir.

Q. The contract and various papers that have been read here correctly states the interest of Governor Ferguson in this fund—they correctly state it?

A. I think it correctly states the interest of all parties—

Q. Yes.

A. That is what we intended to do—

Q. Yes?

A. —and it was drawn by very capable lawyers.

Q. Yes.

Mr. Hanger: That is all.

#### Re-direct Examination

By Mr. Harris.

Q. How much interest do you claim in that fund?

Mr. Hanger: The contract speaks for itself.

Q. How much was the total deposit of that fund—\$24,000.00?

A. \$24,000.00 plus \$982.00 I believe it is, or ninety-two.

Q. And you own a half interest in that land?

Mr. Hanger: The contract speaks for itself.

Q. I will ask you this question, then,—assuming the bank did have this money pledged to it for your debt, should that be a reason why the Governor should use that money?

Mr. Hanger: We object. That calls for a legal conclusion and an opinion.

Mr. Harris: I don't think so, no more than his question did.

The Chair: I think the question calls for a legal conclusion.

Q. I will ask you this question,—is the fact that it was pledged there any reason why the Governor should not pay it to that bank?

Mr. Hanger: We object to that as an attempt to argue this case.

Mr. Harris: He went into the question of whether that is pledged or not, and I just want to prove, even if it was pledged, that that would not deny the right of this man to have the Governor pay it to the bank.

Mr. Hanger: That is a conclusion and an argument.

Mr. Harris: I don't think so. That is all, Mr. Mansfield.

Mr. Hanger: That is all.

Senator Clark: Mr. President—Mr. President—Mr. President.

The Chair: Just a moment. Will the Senator from Fayette yield?

Senator Clark: Yes, sir.

The Chair: Mr. Mansfield there are some questions I have been asked to propound to you. I have a question here propounded by Senator Lattimore. Are you through, gentlemen?

Mr. Hanger: Oh, yes; yes, we are through.

Mr. Harris: Yes, sir, with this witness.

The Chair: I will read the question:

"What part of the funds put into the Temple State Bank under the escrow agreement do you claim as your individual property?"

Mr. Hanger: What was that—what was the question?

The Chair: "What part of the funds put into the Temple State Bank under the escrow agreement do you claim as your individual property?"

Mr. Hanger: While we understand the embarrassment that is entailed by objecting to a question propounded by a member of the Court, but with all respect we desire to object, because that calls for a legal conclusion; that is the same question propounded just now by counsel.

General Crane: No.

Mr. Hanger: And we think the instrument itself clearly states that.

Senator Lattimore: Mr. Chairman, this was the distinction, if I may explain it to counsel and the Court—what legally follows from the contract is evidenced by the contract.

Mr. Hanger: Yes.

Senator Lattimore: I am not asking that. The question I ask here is—how much of the fund put into the Temple State Bank does this man claim as his?

The Chair: Is the objection insisted upon?

Mr. Hanger: Yes, sir, we think the contract and the testimony of the witness make it a matter of calculation.

The Chair: It is the view of the presiding officer that the question is immaterial, and is settled by the contract, too. The evidence was only admitted in the first instance as bearing on the question of whether the Respondent had the right to withdraw the fund.

Mr. Hanger: Yes, sir.

Senator Lattimore: I understand.

The Chair: So the objection is sustained.

Senator Clark: Mr. President.

The Chair: The Senator from Fayette.

Senator Clark: I move that the Court do now adjourn until 10 o'clock Monday morning—that we rise until 10 o'clock Monday morning.

The Chair: The Senator from Fayette now moves that the Court do now rise or recess until 10 o'clock Monday morning. Those in favor of the motion will let it be known by saying "Aye," those opposed, "No." (Thereupon the motion was put and voted upon.) The ayes have it and the Court will rise until 10 o'clock Monday morning.

(Thereupon the Court recessed until Monday morning, September 10, 1917, at 10 o'clock.)

#### In the Senate.

(President Pro Tem. Dean in the Chair.)

#### Message From the Governor.

Mr. S. Raymond Brooks here appeared with a message from the Governor, which the Chair laid before the Senate as follows, to wit:

Governor's Office.

Austin, Texas, Sept. 7, 1917.

To the Thirty-fifth Legislature in Third Called Session:

I beg to submit for the consideration of your honorable body the following subject:

Enactment of a law to establish and maintain at the Ferguson State Farm in Madison County, or the

Shaw State Farm in Bowie County, or State Farm in Brazoria County, a school for the education and training of delinquent and incorrigible negro boys, to be known as the State Training School for Negro Boys, the government and management of which shall be vested in the Board of Prison Commissioners of this State; and the appropriation of such sums which may be necessary to be used by said Commissioners in carrying out the purposes of such an Act.

Respectfully submitted,

W. P. HOBBY,

Acting Governor of Texas.

#### Bills and Resolutions.

(By unanimous consent.)

By Senator Buchanan of Bell:

S. B. No. 13, A bill to be entitled "An Act to establish and maintain at the Ferguson State Farm, in Madison County, or the Shaw State Farm in Bowie County, or State Farm in Brazoria County, Texas, a school for the education and training of delinquent and incorrigible Negro boys, to be named and known as The State Training School for Negro Boys, etc., and declaring an emergency."

Read first time and referred to Committee on Agricultural Affairs.

#### Adjournment.

At 5:15 o'clock p. m. Senator Clark moved that the Senate adjourn until 9:30 o'clock next Monday morning, September 10, 1917.

The motion prevailed.

#### APPENDIX.

##### Committee Reports.

Committee Room,

Austin, Texas, September 7, 1917.

Hon. W. L. Dean, President of the Senate.

Sir: Your Committee on Military Affairs, to whom was referred

S. B. No. 8, A bill to be entitled "An Act to provide for the creation



of Home Guards under the direction of the sheriff of the county; providing for the regulation of such Home Guard and granting the right to counties, cities and towns to appropriate money to provide arms and ammunition for such Home Guard, and declaring an emergency."

Have had the same under consideration, and beg to report it back to the Senate with the recommendation that it do pass and be not printed.

Robbins, Chairman, Suiter, Bailey, Bee, Johnson, Harley.

Committee Room,

Austin, Texas, Sept. 7, 1917.

Hon. W. L. Dean, President of the Senate.

Sir: Your Committee on Civil Jurisprudence, to whom was referred

S. B. No. 9, A bill to be entitled "An Act creating an express lien in favor of the State of Texas on all public free school land, University land, and the several asylums land for the use and benefit of the public free school fund, the University fund, and the several asylums fund for the purpose of securing the payment to said funds of all unpaid purchase money and interest thereon due and to become due upon all of said lands which have heretofore been sold and which may hereafter be sold so long as any portion of the principal or any portion of the interest thereon remains unpaid; also authorizing the Commissioner of the General Land Office on behalf of the State of Texas to transfer the indebtedness due to said funds and the lien held upon said land for the benefit of said funds to secure the payment of the principal and interest to such person, firm or corporation as may make payment in full to the State for all sums due upon said land, and providing that the person, firm or corporation that may pay said indebtedness shall be subrogated to all the rights, liens and remedies held and enjoyed by the State, and declaring an emergency,"

Have had the same under consideration, and beg to report it back to the Senate with the recommendation that it do pass and be not printed, but be printed in the Journal only.

BAILEY, Chairman.

By Bailey, Hudspeth, S. B. No. 9  
Bee, Buchanan of  
Scurry, Woodward.

# A BILL

To be entitled

An Act creating an express lien in favor of the State of Texas on all public free school land, University land, and the several asylums' land for the use and benefit of the public free school fund, the University fund, and the several asylum funds for the purpose of securing the payment to said funds of all unpaid purchase money and interest thereon due and to become due upon all of said lands which have heretofore been sold and which may hereafter be sold so long as any portion of the principal or any portion of the interest thereon remains unpaid; also authorizing the Commissioner of the General Land Office on behalf of the State of Texas to transfer the indebtedness due to said funds and the lien held upon said land for the benefit of said funds to secure the payment of the principal and interest to such person, firm or corporation as may make payment in full to the State for all sums due upon said land, and providing that the person, firm or corporation that may pay said indebtedness shall be subrogated to all the rights, liens and remedies held and enjoyed by the State, and declaring an emergency.

Be it enacted by the Legislature of the State of Texas:

Section 1. For the purpose of securing the payment of all principal and interest now due and that which may hereafter become due upon any former sale or upon any sale that may hereafter be made by the State of any public free school land, University land and the several asylums' land, the State shall have an express lien for the use and benefit of the fund to which the land belongs in addition to any right and remedy that it now has for the enforcement of the payment of any principal or interest that may become due and be unpaid.

Sec. 2. If the owner of any land mentioned in this Act should consent

for any person, firm or corporation to pay to the State the principal and interest due upon any obligation given for any land included in this Act, and such person, firm or corporation should make such payment, the Commissioner of the General Land Office shall be authorized upon the written request of such owner, duly acknowledged in the manner required for the conveyance of real estate, to execute, acknowledge and deliver a written transfer of the indebtedness held by the State, to such person, firm or corporation as may be authorized to receive the transfer; provided, if the land claimed by the one representing himself to be the owner, should be held under such evidence of title as the law or rules of the General Land Office will not authorize or permit to be filed in said Land Office, then and in that event, the said Commissioner may, for the purpose of executing the assignment or transfer herein provided for, admit the owner to be such person as the person, firm or corporation paying the indebtedness shall admit to be the owner, and upon such admission the instrument of transfer shall be executed; provided further, that nothing herein shall be construed to change in any particular whatever, the law or rules that obtain in the General Land Office relative to titles to land and the issuance of patents thereon.

Sec. 3. Any person, firm or corporation that shall pay to the State the balance due upon any land included in this Act at the request of the owner as provided herein, shall be subrogated to all the rights, liens and remedies held by the State to secure and enforce the payment of the amount of principal and interest so paid to the State.

Sec. 4. The fact that owners of public lands can not now obtain benefits from the Federal Land Bank, and that there is no law authorizing the transfer of an indebtedness held by the State of Texas to persons, firms or corporations furnishing funds to take up the unpaid interest and purchase money therefor, creates an emergency, and an imperative public necessity exists requiring that the constitutional rule requiring that bills be read on three several days in each house of the Legislature be suspended, and that this Act take effect from and after its passage, and it is so enacted.

## SEVENTH DAY.

Senate Chamber,  
Austin, Texas,

Monday, September 10, 1917.

The Senate met at 9:30 o'clock a. m. pursuant to adjournment, and was called to order by President Pro Tem. Dean.

The roll was called, a quorum being present, the following Senators answering to their names:

Alderdice.	Henderson.
Bailey.	Hudspeth.
Bee.	Johnson of Hall.
Buchanan of Bell.	Johnston of Harris.
Buchanan of Scurry.	Lattimore.
Caldwell.	McNealus.
Clark.	Page.
Collins.	Robbins.
Dayton.	Smith.
Dean.	Strickland.
Decherd.	Suiter.
Hall.	Westbrook.
Harley.	Woodward.

Absent.

Parr.

Absent—Excused.

Floyd.	Hopkins.
Gibson.	McCollum.

Prayer by Rev. H. W. Knickerbocker of Austin.

Pending the reading of the Journal of yesterday, the same was dispensed with on motion of Senator Alderdice.

Excused.

Senator Hopkins for today, on account of important business, on motion of Senator Bailey.

Senator Floyd for today, on account of important business, on motion of Senator Smith.

Senator McCollum for today, on account of important business, on motion of Senator McNealus.

Petitions and Memorials.

See Appendix.

Committee Reports.

See Appendix.

Morning call concluded.